



DB Streams Inc.

450 Wilson Avenue,
Suite #2, Toronto
Ontario M3H 1T6
Tel: (866) 542-0034

Customer Service Agreement

This Customer Service Terms and Conditions Agreement ("Agreement") governs all the terms and conditions associated with a Customer's ("you," "user" or "Customer") use of applicable services and any related products or services ("Service") offered by or through DB STREAMS, INC. ("we," "us" or "DBSTREAMS").

Online Acceptance

Since signing up for DBSTREAMS services is mainly an online transaction, it is understood between DBSTREAMS and the Customer that online acceptance of this Agreement will carry the same legal authorization as if the Customer is providing a handwritten signature of acceptance.

TERMS AND CONDITIONS

1. Products, Services, Solutions Provided.

a. DBSTREAMS offers the Customer, among several services, products, and solutions (or all together) with the ability to make, manage, or operate (local, domestic long distance and international telephone) calls (using software or hardware phones), store information online (hosted or locally) and manage the information or traffic.

Customer may open a DBSTREAMS Account and subscribe for plans/packages offered which will allow a Customer to make, manage or operate calls to a pre-set list of countries and or destinations (i.e. landline, mobile, selected country, selected city or service provider) or manage their customer data online. Charges for subscription-based plans/packages will be billed as a re-occurring monthly service fee charged to Customers credit card/debit card or from positive account balance.

A complete list of DBSTREAMS services can be found on the Website (www.dbstreams.ca). DBSTREAMS is not responsible for reimbursements for calls made with another service while DBSTREAMS is temporarily unavailable.

b. DBSTREAMS does not currently offer sales of any telephone devices ("Devices") to be used in conjunction with its Services. If at any time hereafter DBSTREAMS offers Devices to its Customer's for use with the DBSTREAMS Services, You expressly acknowledge that the terms herein pertaining to the use of such Devices shall be applicable.

2. 911 / E911 Services

DBSTREAMS does not provide traditional 911 and/or E911 services. Due to the positioning difficulties with Voicer-Over-IP technology, we prefer not to leave gaps in that regard. However, if the legal-authorities require the nearest/registered location of your connection or device, we may provide the necessary information to them for our customers' safety.

3. Service Outages

a. Service Outages Due to Internet Outage or Suspension or Termination of Broadband Service or ISP Service. Service outages or suspensions or terminations of service by your broadband provider or ISP will prevent all Service.

b. Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts. Your ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. In that event, provided that you alert DBSTREAMS to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your Service(s) is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Service(s) may not function. You acknowledge that DBSTREAMS is not responsible for the blocking of ports by your ISP or broadband provider or any other impediment to your usage of the Service(s), and any loss of service that may result. In the event you lose service(s) as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you terminate the Service(s) in accordance with this Agreement.

4. Use of Service and Device

If you subscribe to DBSTREAMS' services, the Service and the Devices are provided to you solely for fair/legal use. You shall not resell or transfer the Service or the Device to another party without our prior written consent. When subscribing to a plan or package you are prohibited from using the Service or the Device for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. **NO BUSINESS PURPOSE WHATSOEVER SHALL BE DEEMED A VALID USE OF THE RESIDENTIAL FLAT-RATE PLAN** and DBSTREAMS reserves the right to immediately terminate or modify your Service if we determine, in our sole and absolute discretion, that your use of the Service or the Device is, or at any time was, inconsistent with normal residential usage patterns. In addition, you will be required to pay our higher rates for commercial service for all periods in which your use of the Service or the Device was inconsistent with normal residential use. Utilization of the Service(s) for a business purpose may only be accomplished through DBSTREAMS' written consent or through applicable plans (or, packages).

5. Prohibited Uses

a. Unlawful.

You shall use the Service and the Devices only for lawful purposes. DBSTREAMS reserves the right to immediately terminate your Service if, in our sole and absolute discretion, DBSTREAMS determines that you have used the Service or the Device for an unlawful purpose. In the event of such termination, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of your Service. If DBSTREAMS believes 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, DBSTREAMS will provide information in response to law enforcement requests, including, but not limited to, subpoenas, court orders, and requests for wire taps etc, from the government under the Patriot Act, 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 or the Device in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. DBSTREAMS reserves the right to immediately terminate your Service if, in our sole and absolute discretion, DBSTREAMS determines that you have used the Service or the Device in any of the aforementioned ways. In the event of such termination, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of your Service. If DBSTREAMS believes that you have used the Service or the Device in any of the aforementioned ways, DBSTREAMS 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, DBSTREAMS will provide information in response to law enforcement requests, including, but not limited to, subpoenas, court orders and requests for wire taps etc, from the government under applicable acts, 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.

c. Caller ID Name ("CNAM").

When available with the service(s) you have purchased from DBSTREAMS, CNAM information will be presented on inbound calls, within the 'My Account' website, and within certain email communications. CNAM information is provided as is, and DBSTREAMS does NOT assure, warrant, or assume any liability for the validity or accuracy of the CNAM information provided. The CNAM information provided by DBSTREAMS may NOT be used for any of the following: collection of CNAM data for resale, licensing, or any re-distribution to another party; any form of auto-dialing to obtain bulk CNAM information; collection of CNAM data for any use other than the services provided directly by DBSTREAMS. Customer acknowledges that all rights, title and interest to the CNAM information provided by DBSTREAMS, regardless of the form of media in which it is contained, shall be the sole and exclusive property of, and are retained by, DBSTREAMS and/or DBSTREAMS' CNAM information suppliers.

6. 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.

7. Number Transfer

Customer may transfer or port-away from DBSTREAMS any phone number on their account that is within the United States and/or Canada to another service provider at any time as long as the number(s) they wish to port remain on their account and active up to the date they are transferred to the new service provider. Customer must inform DBSTREAMS of any port-out's of number(s) on their account and/or cancel the number(s) after they have ported to the new service provider or re-billing for services on those number(s) will continue. Numbers in countries outside the USA and Canada may be portable to other carriers, but DBSTREAMS cannot provide specific information regarding the portability of numbers outside the USA and Canada.

8. Service Distinctions

The Service is not a telecommunications service and DBSTREAMS provides it on a best efforts basis. Important distinctions exist between telecommunications service and the Service offering that DBSTREAMS provides. The Service is subject to different regulatory treatment than telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies. Certain services or calls may not be offered or supported due to the restrictions in the Service(s).

For instance, (Telephone) Directory Listing, 0+ or Operator Assisted Calling, x11 Calling, collect calls, third party billing calls or calling card calls, 311, 511 and/or other x11 calls or services in one or more (or all) service areas may not be applicable at all.

9. Incompatibility with Other Services

The Service provided by DBSTREAMS may not be compatible with some systems including: Home Security Systems, Certain Broadband and Cable Modem Services.

10. Service Availability

In order to access DBSTREAMS' Services, the Customer must have access to a high-speed internet connection as well as one of the following: (i) a computer with speakers and microphone; or (ii) a headset or (iii) SIP device. DBSTREAMS will not reimburse the Customer for any extra charges assessed by Customer's internet provider as a result of using their services to access DBSTREAMS Services.

11. Opening an Account

In order to become a DBSTREAMS customer, the Customer must complete in full an application form located on the Website (www.dbstreams.ca). As part of the application, the Customer will be required to provide DBSTREAMS with a unique Username and a cellular phone number. DBSTREAMS will then send the Customer an electronic notification (in the form of an e-mail, Text message, web site posting), containing an activation code or Password depending on the service, and confirmation that the Customer has activated their DBSTREAMS account.

a. Credit References.

DBSTREAMS may refuse to provide services to a Customer if the Customer's credit is not deemed satisfactory which determination shall be made at DBSTREAMS' sole discretion. NOTICE: CUSTOMER EXPRESSLY AUTHORIZES DBSTREAMS AND/OR THIRD-PARTIES DESIGNATED BY DBSTREAMS TO PERFORM A CREDIT CHECK AND / OR FRAUD SCORE BASED UPON THE INFORMATION PROVIDED IN THE APPLICATION FORM WHEN OPENING AN ACCOUNT AND THE ELECTRONIC SIGNATURE BELOW SHALL SERVE AS WRITTEN CONFIRMATION OF THIS AUTHORIZATION. ALL INFORMATION PROVIDED BY THE CUSTOMER SHALL REMAIN CONFIDENTIAL AND SHALL NOT BE DISSEMINATED TO ANY THIRD PARTIES EXCEPT TO THOSE THIRD-PARTY'S EXPRESSLY AUTHORIZED HEREIN.

b. Usernames/User IDs/Passwords.

THE CUSTOMER IS SOLELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF THEIR USERNAME AND PASSWORD. THE CUSTOMER EXPRESSLY AGREES TO BE LIABLE FOR ALL SERVICES CHARGED TO THEIR ACCOUNT WHETHER OR NOT CUSTOMER HAS AUTHORIZED SUCH USE. AS SUCH, DBSTREAMS CANNOT BE HELD RESPONSIBLE FOR FRAUDULENT CHARGES THAT RESULT FROM THEFT OR FRAUDULENT USE OF THE CUSTOMERS ACCOUNT OR CREDIT CARD INFORMATION. If a Customer suspects that their Account, Username and/or Password is being used in an unauthorized manner, the Customer shall be required to contact DBSTREAMS within twenty-four (24) hours of a Customer's suspicion or awareness that unauthorized use has occurred on their Account so that the appropriate modifications can be made to prevent any further unauthorized usage on that Account. ALL NECESSARY INFORMATION WILL BE SENT TO THE E-MAIL ADDRESS OR CELLULAR PHONE NUMBER (VIA TEXT MESSAGING) PROVIDED BY THE CUSTOMER AT SIGN UP. Therefore, it is the Customer's responsibility to provide DBSTREAMS with a secure e-mail address and a cellular phone number as DBSTREAMS will not be responsible and shall be held harmless for any access to Customers Account by any unauthorized persons.

12. Payment

As a Customer uses DBSTREAMS services, their Account will be debited accordingly when applicable. No phone services will be provided if the Customer's Account does not have a sufficient balance to cover the cost of the service requested.

13. Recharging Account

In the event a Customer wants to use DBSTREAMS' services in an amount, which exceeds the remaining balance in their Account, they may access the Website and recharge (or supplement) their Account by purchasing additional services. Customer also has the option of setting their account in auto-re-charge position with a predefined amount of automatic re-charge using the credit card information maintained on file with DBSTREAMS. The Customer will receive an electronic confirmation/receipt from DBSTREAMS of any such re-charge when applicable.

14. Rates

DBSTREAMS' rates are listed on its Website. You are responsible for checking all applicable rates/promotions before making any call using DBSTREAMS' services.

Please note that the rates for calls to certain numbers (e.g., mobile/special service numbers) may be higher than rates for calls to other numbers within the same country. DBSTREAMS reserves the right, at its sole discretion, to modify these rates at any time and/or to offer or discontinue special promotions. Rates are based on country code and city code, not country name. While DBSTREAMS endeavors to maintain rates that are competitive in the market, DBSTREAMS does not guarantee that its rates will change in any predictable fashion. In addition, should market conditions or factors outside of DBSTREAMS control raise its costs or wholesale rates to some or all service destinations, DBSTREAMS reserve the right to adjust its rates accordingly.

15. Rate Changes

DBSTREAMS RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO MODIFY ITS RATES, MONTHLY FEES, SURCHARGES, AS WELL AS ANY OTHER FEES COLLECTED BY OR PAID TO DBSTREAMS UNDER THE TERMS OF THIS AGREEMENT. If a Customer chooses to terminate their Account as a result of changes in DBSTREAMS' prices, the Customer must CANCEL their account no later than the twenty-sixth (26) day of the month. You must then e-mail/call customer support or open a trouble ticket to request a refund of any funds within your balance. If DBSTREAMS does not receive notification by the Customer by the twenty-sixth (26) day of the month the Customer's account will be charged for the next monthly billing cycle. Any unused balance in a Customers Account will be credited back to the credit card on file with DBSTREAMS in accordance with DBSTREAMS' Money Back Guarantee Policy.

16. Monthly User Fee

If a Customer subscribed for a rate plan or service with a monthly fee, this fee will be charged regardless of whether a Customer uses their Account to make any telephone calls, or uses the service in a given month.

17. Notifications

The Customer is responsible for both maintaining a current and operational e-mail address and cellular phone number and for reading/obtaining all notices from DBSTREAMS. It is expressly understood by you that e-mail/text message notification will be the only manner by which DBSTREAMS will communicate with you regarding updates to its services and information pertaining to your Account. You may also view information regarding your Account by logging into your DBSTREAMS Account on the DBSTREAMS website.

18. Consent to e-Mail/Text Message Communications

By entering into this Agreement, you consent to the receipt of electronic mail ("e-mail") or Text Messaging via your cellular phone from DBSTREAMS and that electronic communication shall be the sole manner by which DBSTREAMS shall contact Customer. In addition to sending a Customer electronic notifications as provided for above, DBSTREAMS may also send a Customer information about services and products the Company believes may be of interest to you. A Customer may opt-out of future (optional) information about products or services by contacting DBSTREAMS by opening a trouble ticket or in writing. DBSTREAMS reserves the right, however, to continue to e-mail (or, text message) Customer important information relating to their Account, this Agreement or other regulatory communications.

19. Billing

a. When the service is activated, you must provide DBSTREAMS with a valid email address and a credit or debit card number from a card issuer that we accept. DBSTREAMS reserves the right to stop accepting credit or debit cards from one or more issuers. If your credit or debit card expires, you close your account, your billing address changes, or your credit or debit card is cancelled and replaced on account of loss or theft, you must advise DBSTREAMS at once. DBSTREAMS will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which we decide to bill in arrears) to your credit or debit card, including but not limited to:

- i. activation fees;
- ii. monthly Service fees;
- iii. international usage charges;
- iv. advanced feature charges;
- v. equipment purchases;
- vi. termination fees; and
- vii. shipping and handling charges.

The amount of such fees and charges shall be published on DBSTREAMS' website and may change from time to time. Notification of monthly statements will be sent to you via your email address on file with DBSTREAMS. We reserve the right to bill at more frequent intervals if the amount you owe to us at any time exceeds \$50.

b. Billing Increments.

Charges for telephone calls are measured in whole minutes. Any usage charges will 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. Timing on calls begins when the call is answered by the called party. Timing terminates on calls when the calling party hangs up or DBSTREAMS' network receives an "on -hook" signal from the terminating carrier. DBSTREAMS will not, and is not obligated to, provide refunds for any calls made using its service.

c. Billing Information.

DBSTREAMS does not send any statements to its customers. Instead, the Customer is responsible to view their statements using their secure USERNAME and PASSWORD to access their billing information, which shall be available on DBSTREAMS' website for the current month and prior six (6) months only. This information may be updated on 24-hours basis (or, before) and is available on the Website twenty-four (24) hours a day seven (7) days a week via the web site. The customer is responsible for printing out their monthly statements, and DBSTREAMS will not provide monthly statements beyond what is available online.

d. Billing Disputes.

A Customer must notify DBSTREAMS by e-mail or by opening a trouble ticket on the DBSTREAMS website of any disputed charges within thirty (30) days of the charge being posted to their Account. DBSTREAMS will attempt to resolve all disputes within thirty (30) days of being notified of a dispute. To the extent DBSTREAMS determines, at its sole discretion, that a billing adjustment is warranted, a Customers Account will be credited accordingly. If a Customer fails to notify DBSTREAMS of a billing dispute as noted above, the Customer shall expressly waive all rights to bring any claim against DBSTREAMS regarding a disputed charge. This Section does not waive Customers responsibility to notify DBSTREAMS of unauthorized use of its Account, Password or Username within the period and by method set forth in related section(s) herein.

20. Ownership of Account

DBSTREAMS will not make any adjustments to a Customer's Account information nor send the Username or Password unless provided with both the first and last four (4) digits of a Customers credit card number on file, the answer to the security question chosen by Customer, and/or any other information DBSTREAMS deems necessary at its sole discretion. A Customer can request their password be sent to them at any time via email or text messaging whichever applicable, by clicking the "Forgot Password" link on the sign-in page. If you cannot provide this information, DBSTREAMS will close your Account and credit the balance using the credit card information of file. You can always cancel your Account by logging into the DBSTREAMS website at www.dbstreams.ca.

21. Expiration

A Customers account shall refresh monthly until Cancelled with DBSTREAMS in accordance with the terms set forth in this Agreement. Notwithstanding the foregoing, DBSTREAMS, expressly reserves the right to cancel any account, in its sole discretion, which has not been used and maintains a zero balance for over ninety (90) consecutive days.

22. Termination

a. **Discontinuance of Service.** DBSTREAMS reserves the right to suspend or discontinue the Service generally, or to terminate your Service, at any time in our sole and absolute discretion. If we discontinue the Service generally, or terminate your Service without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated on account of your breach of any provision of this Agreement, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus the termination fee, if applicable, all of which will immediately become due and payable.

b. **Cancellation.**

A customer may discontinue DBSTREAMS' Service(s) at any time upon notice (either electronic or written) to DBSTREAMS. The Company will then shut down all access to Customers Account. The unused balance will be credited back to you are the Customers credit card in accordance with our Money Back Guarantee Policy.

DBSTREAMS reserves the right, at its sole discretion and for any reason, to (a) terminate this Agreement and the Customers access to its Service and/or (b) to refuse to allow the Customer to re-charge their Account. If fraud is suspected, DBSTREAMS has the right to put an account immediately on hold until investigation into the fraud is completed.

23. International Calls

Although the quality of international telephone calls has improved greatly in recent years, calls to certain countries outside the Canada and United States can be interrupted as a result of service/network issues in those countries. DBSTREAMS will attempt to identify any such issues, with the cooperation of the Customer. All necessary information must be provided including date, time, origination number and destination number. However, DBSTREAMS WILL NOT REFUND ANY CHARGES FOR SUCH INTERRUPTED CALLS.

24. Government Taxes

DBSTREAMS reserves its right to pass through to the Customer any new government taxes, fees or surcharges that shall appear as an additional itemized charge on Customer's Account.

25. Agents

DBSTREAMS does not authorize any third-party agents or resellers to sell DBSTREAMS services, electronically or through phone cards, unless specifically authorized by DBSTREAMS. If contacted by an agent, a Customer is required to contact DBSTREAMS to confirm that the contacting agent is licensed and authorized by DBSTREAMS to provide these services. If a Customer fails to confirm authorization of a third-party agent or reseller of DBSTREAMS, Customer cannot hold DBSTREAMS liable and expressly releases DBSTREAMS from any representation made by an unauthorized third-party agent or reseller.

26. Access to Third-Party Vendors

DBSTREAMS Customers may also purchase various products and services from third-party vendors by accessing those third-party vendors directly through DBSTREAMS' Website via click through or hyperlinks. DBSTREAMS is not responsible for the contents of any linked site, the products/services offered through those sites, any link to other sites contained in a linked site, or any changes or updates to such sites. DBSTREAMS provides these links to you only as a convenience, and the inclusion of any link does not imply endorsement, guarantee or warranty (either expressed or implied) by DBSTREAMS of the site or the products/services offered through that site.

27. Customer Service

If a Customer has any questions, concerns or complaints about the services, provided by DBSTREAMS they may contact DBSTREAMS' Customer Service Department 24 hours a day, 7 days a week by opening a Trouble Ticket or via sending email.

28. 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.

29. Limitation of Liability

DBSTREAMS SHALL NOT BE LIABLE FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, DEFECTS AND/OR ERRORS IN TRANSMITTING, RECEIVING, ORIGINATING, TERMINATING AND/OR DELIVERING TELEPHONE CALLS, REGARDLESS OF THE NATURE OF THE CLAIM. DBSTREAMS WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, AND EXEMPLARY OR PUNITIVE DAMAGES, OR LOSS OF PROFIT OR REVENUES, EVEN IF DBSTREAMS HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADDITION, DBSTREAMS SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO PRODUCTS, SERVICES AND/OR INFORMATION OFFERED OR PROVIDED BY THIRD-PARTY VENDORS ACCESSED THROUGH THE WEBSITE OR BY ANY OTHER MEANS.

30. No Warranties

DBSTREAMS DOES NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE MERCHANTABILITY, TECHNICAL COMPATIBILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO ANY SERVICE, PRODUCTS OR MATERIAL PROVIDED FOR PURSUANT TO THIS AGREEMENT.

31. Force Majeure

DBSTREAMS shall not be liable for its failure to perform its obligations under this Agreement if such failure is the result of a force majeure, including but not limited to acts of God, fire, strikes, explosions, power failure, earthquake, flood, water, labor disputes, terrorism, failure of any satellite or other connecting telecommunications facilities, or any other matter beyond the reasonable control of DBSTREAMS.

32. Indemnity

Customer agrees to indemnify, defend and hold DBSTREAMS, its officers, directors, employees, agents, shareholders, licensors, suppliers and any third party information providers to the Website, from and against all claims, actions, proceedings, expenses, damages and liabilities, including attorneys fees, which are the result of, or are in any way related to, Customers use of the Website, DBSTREAMS' services, and/or your transactions/communications with third-party vendors initiated via the Website.

33. Exclusive Jurisdiction and Venue

Any suit involving any dispute or matter arising under this Agreement may only be brought in the Courts of Toronto located in the Province of Ontario or the Supreme Court of the Canada, which shall have jurisdiction over the subject matter of the dispute or matter. Customer hereby expressly consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding and waive any objection to venue or inconvenient forum and to the waiver of any right to bring, represent or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in Court. THE CUSTOMER FURTHER EXPRESSLY WAIVES ANY RIGHT OF ANY RIGHT TO A JURY TRIAL, TO RAISE COUNTERCLAIMS OR TO ASSERT THE DEFENSE OF SETOFF IN ANY CLAIM FILED BY DBSTREAMS UNDER THE TERMS OF THIS AGREEMENT.

34. Trademarks

All corporate names, service marks, logos, trade names, trademarks, websites and domain names of DBSTREAMS, including but not limited to "DBSTREAMS", Text2Talk, Voicer and "dbstreams.ca" (collectively "Marks") are and shall remain the exclusive property of DBSTREAMS and nothing in this Agreement shall grant Customer the license to use such Marks without the express written permission of DBSTREAMS.

35. Assignment

DBSTREAMS may assign its rights and duties under this Agreement to any party at any time without notice to the Customer. A Customer may not assign their rights and duties under this Agreement without the express written permission of DBSTREAMS, and such permission and/or authorization shall be in the sole discretion of DBSTREAMS.



DB Streams Inc.

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Tel: (866) 542-0034

36. Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provision will of this Agreement will continue in full force and effect.

37. Integration - Entire Agreement

This Agreement, together with any written amendments or written modifications, will constitute the entire agreement between Customer and DBSTREAMS with respect to the services provided hereunder and will supersede and replace all prior or contemporaneous understandings or agreements, written, electronic or oral, between you and DBSTREAMS.

38. Governing Law

This Agreement and all modifications/amendments thereto, shall be governed by the law of the Province of Ontario.

39. Waiver

DBSTREAMS' failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision hereof nor DBSTREAMS right to enforce a provision upon the Customer.

40. Term

The term of this Agreement shall be from the inception of a Customers Account until termination.

41. Privacy Policy

To learn about how DBSTREAMS protects the Customers personal information, please refer to DBSTREAMS' Privacy Policy on the Website, www.dbstreams.ca/privacypolicy.

42. Compliance with Laws

DBSTREAMS shall comply with all applicable federal, province and local laws and/or regulations regarding the provision of the services provided for under this Agreement.

43. Use

Customer agrees to use DBSTREAMS' service in a lawful manner, which is consistent with the terms and conditions of this Agreement and all applicable federal, state and local laws and/or regulations. DBSTREAMS reserves the right to immediately, and without notice, terminate, or otherwise discontinue, a Customers Account in the event it determines that a Customer has violated any such term, condition, law and/or regulation.

44. Content

You will be liable for any and all liability that may arise out of the content transmitted by you or to any person, whether authorized or unauthorized, using your Service or Device (each such person, a "User"). You shall assure that your 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. DBSTREAMS reserves the right to terminate or suspend your Services and remove you or your Users' content from the Service, if we 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. DBSTREAMS' action or inaction under this Section will not constitute any review or approval of you or your Users' use or content.

45. Legality

DBSTREAMS MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND THAT THE SERVICES, TECHNOLOGY OR EQUIPMENT BEING PROVIDED IS LEGAL OR ALLOWED IN YOUR HOME COUNTRY, OR THE COUNTRY YOU ARE PLACING CALLS FROM. DBSTREAMS IS NOT RESPONSIBLE FOR VERIFYING LOCAL/NATIONAL LAWS AND IT IS UP TO YOU TO DETERMINE IF USING THE DBSTREAMS SERVICE IS LEGAL IN YOU COUNTRY/JURISDICTION. BY ACCPETING SERVICE UNDER THE TERMS OF THIS AGREEMENT YOU ARE EXPRESSLY RELIEVING DBSTREAMS FROM ANY LIABILITY ARISING UNDER THE TERMS OF THIS PROVISION.

46. Modifications/Amendments

This Agreement may be modified or amended by DBSTREAMS at any time. Unless otherwise provided, all such modifications or amendments shall be effective immediately upon posting on the Website under Terms and Conditions. Furthermore, you will be asked to verify acceptance of these terms when you initially signup for your account. YOUR CONTINUED USE OF YOUR ACCOUNT WILL BE CONCLUSIVELY DEEMED TO BE AN EXPRESS ACKNOWLEDGEMENT AND ACCEPTANCE OF THIS AGREEMENT AND ANY MODIFICATIONS.