

Service Address		For order accuracy, please print clearly and legibly. Fields in <i>italics</i> are required.			
<i>Company Name</i>		<input type="checkbox"/> Commercial	Location Type		
Legal Company Name (if different from above)		<input type="checkbox"/> Residential	<input type="checkbox"/> Parent	<input type="checkbox"/> Sub	<input type="checkbox"/> Standalone
<i>Street Address</i>		<i>Main Phone</i>		<i>Fax</i>	
<i>Suite</i>		<i>City</i>		<i>Province</i>	
<i>Postal Code</i>		Website Address			
<i>Primary Site Contact Name (First and Last)</i>		<i>Phone Number</i>		Extension	
		Email Address			

Billing Information (If different from above)			Fields marked in <i>italics</i> are required		
Name of existing Parent Account Information (If this location is a sub)			Phone		<i>Billing Type</i>
Company Name			Phone		<input type="checkbox"/> Consolidated <input type="checkbox"/> Separate Inv.
Street Address			Province		Fax
<i>Suite</i>			<i>City</i>		<i>Postal Code</i>
<i>Billing Contact Name</i>		<i>Phone Number</i>		<i>Extension</i>	
		<i>Billing Email Address</i>		<i>Invoice Presentation</i>	
				<input type="checkbox"/> Paper <input type="checkbox"/> On-Line	

Credit and Payment Information		Please attach a copy of a blank void cheque for pre-authorized debit.				
Principal or Owner Name	Home Address	Phone	Cell	Business Type		
Bank Name	Bank Branch	Account Name	Account #	Yrs in Bus		
Payment Method: * See Terms and Conditions		Credit Card Type:		Credit Card #		
<input type="checkbox"/> Pre-Auth. Debit <input type="checkbox"/> Credit Card <input type="checkbox"/> Cheque		<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard		Credit Card Expiry (mm/yy)		
Signature of Card / Bank Account Holder <small>(For Joint Accounts, all parties must sign)</small>			Name on Credit Card or Bank Account		Account Class	

Standard Voice Service Plan		
Services Requested	Billing Rates	Notes
<input type="checkbox"/> Long Distance	Rate @ 4.5 ¢ per minute	Please List Telephone Numbers subscribing to OOA/Telizon Plan

Customer Agreement & Pre-Authorized Payment Statement

This Order form, in conjunction with "Terms of Service and Use", constitutes an offer ("Offer") by you or the entity you represent as an authorized signatory (in either case, "You") to commit to and purchase services from Telizon Inc. Please read this Order Form and the Terms of Service and Use carefully. By signing this form, the Terms of Service and Use becomes a legally binding contract between You and Telizon. In signing the Offer, in addition to representations, warranties and agreements you make under the terms of Service and Use. You specifically agree You are authorized to sign for and bind any account named above. You confirm the information you have provided to Telizon is true to the best of your knowledge and that you are 18 years of age or older. You have read, understood and agree to the Telizon terms and conditions for use of Services.

The undersigned consents to the obtaining of credit information in connection with this agreement.

Customers do not have any property rights in any telephone numbers assigned to them. Unless otherwise specified in notes above, you agree that Telizon will carry all long distance calls from the telephone numbers specified in the attached forms. The undersigned acknowledges that there are no existing term contracts with their existing service provider.

Payment options. By selecting pre-authorized payment you authorize Telizon or it's agent to charge your credit card / bank account as listed on this form. You understand each payment shall be treated as if you had personally issued a written direction authorizing Telizon, or it's agent to debit the monthly invoice amount from your credit card or bank account and that debits will take place 10 calendar days after the invoice date. You further understand and agree that automatic debits or cheques returned NSF are subject to a handling charge based on the amount returned. Please attach a blank void cheque for pre-authorized debit.

Customer Signature

Date

Terms of Service and Use

The undersigned user (the "User" or "You") hereby agrees with Ontario Opticians Association (hereafter TELIZON), and its officers, directors employees (collectively referred to as "TELIZON") that in consideration of TELIZON opening an account (the "Account") for the User to provide Telecommunication or related Services through TELIZON's facilities (the "Services"), the User agrees that use of the Services is subject to all of the following terms and conditions which are subject to the terms of the Services package (the "Plan") chosen by the User (the "Agreement").

LAWFUL USE OF ALL SERVICES

The User agrees to use the Services only for lawful purposes and not for unauthorized copying, duplication, distribution, display or modification of any material or information protected by copyright or trademark or otherwise lawfully restricted (including, without limitation, software, programs, games and computer code). The User shall not use the Services for any purpose that is contrary to applicable laws or which is a nuisance. The User agrees not to transmit any material that is unwanted, threatening, abusive, obscene, discriminatory (including, without limitation, "hate" literature directed at any identifiable group) or in contravention of any law. The User agrees not to undertake mass-mail broadcasts of electronic mail (e-mail) or Usenet postings with the intent of sending unsolicited advertising to other users of the Internet. The User will not use IRC "bots" unless specifically authorized by TELIZON. The User will be responsible for the actions and activities of any party who uses the Services using the User name identification and password of the User as provided by TELIZON whether or not such person used the identification and password with the User's consent or knowledge.

GENERAL CONDITIONS OF USE

1. TELIZON will not be responsible for temporary interruption of Services (whether due to utility service breakdown, excessive users, mechanical breakdown or other reasons) and the User will not be entitled to any refund for any such temporary interruptions so long as TELIZON is actively seeking to correct the problem.

2. If there is an increase in the cost of providing the any contracted rate such as, by way of example, an increase in the cost of telephone line charges from any ILEC or any form of tax on Internet use. TELIZON will give you 60 days written notice of any increase to the rates of your services. As a result of this notice, you can, within 30 days of receipt of that notice, cancel your agreement with TELIZON without penalty. You will be responsible for paying any charges you incur up to the date of cancellation.

3. TELIZON will provide the Services using currently available technology and will avoid using any hardware, software or methods known to threaten User security. Beyond that, TELIZON makes no warranties of any kind, whether expressed or implied, in relation to the accessibility, accuracy, reliability, safety or quality of the Services. TELIZON does not guarantee the privacy of files or E-mail or the security of any computer used to access the Services. TELIZON has no responsibility for any damage suffered by any person, organisation, group or entity due to loss of data, delay, non-delivery or service interruptions in using the Services, whether or not caused by the negligence, errors or omissions of TELIZON or those for whom it is responsible at law. TELIZON exercises no control and has no responsibility whatsoever over the information passing through the Services. Use of any information obtained through the Services is at the User's sole risk and User assumes full responsibility for the accuracy, reliability, quality or effect of information obtained through the Services. The User specifically waives any right to any consequential damages as a result of any failure of the Services, including, without limitation, loss of data or hardware, and under no circumstances will TELIZON be liable to the User or any other party for any amount greater than the amounts paid by the User for Services, even in the event of the negligence of TELIZON or a fundamental breach of this Agreement. The User agrees to indemnify and hold harmless TELIZON, their officers, directors, employees and agents from any and all claims resulting or arising from this Agreement, the User's use of the Services and any breach of this Agreement by the User whether or not caused by the negligence or omission of TELIZON or those for whom it is responsible at law.

4. Notwithstanding that the TELIZON billing rates may be referred to or advertised as "monthly", the actual billing period is thirty (30) days, regardless of the length of the current month. All payments for non usage based Services are billed in advance every thirty (30) days, commencing from the date the User's Plan commences (when the User signs up with TELIZON) and continuing until termination of this Agreement. Any Account that is unpaid more than 30 days after the invoice date will be considered in default, and will be a charge of 1.25% per month (16.07% per year) on any amounts owed. Payments made which are returned for lack of funds or any other reasons will be in immediate default and subject to an additional returned charge (currently \$25) which must be paid before the Account is in good standing. Contracted plans will be automatically renewed for the same term unless notice is provided by either party 30 days prior to the end of the current contract.

5. The User's access to Services may be restricted and the Account terminated at any time, without notice, if the User is in default of this Agreement and upon such termination TELIZON will have no obligation to make any refund or other payment (including, without limitation, refund of set up fees, prepaid fees or other credits for future Services) to the User. Despite any such termination, TELIZON may pursue any other available recourse against the User, including but not limited to barring the user from sending E-mail or other communication to the TELIZON server from another server. Re-establishing services that have been disconnected may result in a Re-connection charge. Suspension or termination of service does not affect the customers obligation to pay any amount owed to TELIZON.

6. TELIZON may, without notice, change the terms and conditions upon which the Services are provided (including, without limitation, changing the continuous use limits for dial up users and changing the rules of access to the Services) so long as TELIZON continues to provide regular and reasonable access to the Services for the term of this Agreement. TELIZON may terminate this Agreement at any time for any reason without notice to the User and upon such termination by TELIZON the User will be entitled to request that TELIZON refund any credit that the Account may have for prepaid unused Services and the User will have no other recourse against TELIZON whatsoever for such termination. If the User voluntarily terminates this Agreement or if the Account is terminated due to the default of the User, the User will not be entitled to any refunds from TELIZON whatsoever.

7. All communications and notices between TELIZON and the User will be conducted through E-mail unless otherwise agreed to by an authorised representative of TELIZON. All such communications and notices will be deemed received by the user three days after being sent by E-mail by TELIZON. The User specifically agrees that TELIZON has no obligation to send any other notice to the User, even in the event of default. All notices from the User for modifications, changes, upgrades or termination of Services will be effective only if presented to, and received

by, TELIZON in writing or via E-mail. Such notices sent to TELIZON by the User must be confirmed by return E-mail to be effective.

8. Each of the services is provided "as is" and "as available," without warranty of any kind. TELIZON does not warrant uninterrupted use or operation of any service, or that any data sent by or to you will be transmitted in uncorrupted form or within a reasonable period of time. All representations, warranties, endorsements and conditions of any kind, express or implied, including without limitation, warranties of title or non-infringement and any implied representations, warranties and conditions of fitness for a purpose and merchantable quality and those arising from a course of dealing or usage of trade are hereby excluded. TELIZON shall have no liability to you for patent or copyright infringement or misappropriation of trade secrets with respect to any service provided by any third party through TELIZON. Your course, in the event of any such claim with respect to any service, shall be solely against such third party.

9. Force Majeure. Neither party is liable for failure or delay in performance hereunder which is proximately caused by strikes, shortages, failure of suppliers, riots, insurrection, fires, floods, storms, earthquakes, acts of God, war, governmental action, labor conditions, or other cause beyond its reasonable control. The failure to make any payment required under this Agreement shall never be excused under this force majeure provision.

10. TELIZON may by written notice to the User, cancel the Services if the user: (i) fails to perform or comply with any of the provisions of the order form or the Conditions of Service and Use (ii) commences any proceeding seeking relief or protection under any bankruptcy or insolvency laws, (iii) seeks to liquidate, dissolve or wind up its business or (iv) makes an assignment for the benefit of creditors for all or substantially all of its assets.

11. Customers are responsible for paying for all calls originating from, and charged calls accepted at, their telephones, regardless of who made or accepted them. Customers may dispute charges for calls, which they do not believe originated from or were accepted at their telephones. Disputes must be submitted in writing to TELIZON. Customers are still responsible for, and must pay the undisputed portion of their bill.

12. Unless there has been customer deception with regard to a charge, customers are not responsible for paying a previously unbilled, or under billed charge except where: a) in the case of a recurring charge or a charge for an international long distance message, it is correctly billed within a period of one year from the date which it was incurred, or b) in the case of a non recurring charge other than for an international long distance phone call, it is correctly billed within a period of 150 days from the date it was incurred. Unless there has been customer deception, TELIZON cannot charge interest on the amount for the correction

13. The minimum contract period for any service is 30 days unless otherwise stipulated in this agreement. In the event of termination prior to the expiry stipulated in the agreement, the penalty the Customer is immediately responsible for, 100% of the unused portion of the contract. For usage based services, the penalty will be the average monthly usage of the billed period multiplied by the remaining contracted months.

14. In the case of errors or omissions in the telephone directory, whether or not the error or omission is with regard to a telephone number, TELIZON's liability is limited to making a refund, or cancelling any charge associated with such listings for the period during which the error or omission occurred.

15. In all cases, where error or omission is occasioned by TELIZON negligence. TELIZON's liability shall be limited to the greater of \$20 or three times the amounts refunded or cancelled directly as a result of such errors.

SPECIFIC TERMS AND CONDITIONS SURROUNDING EQUIPMENT & RENTAL

16. On the following terms and conditions, TELIZON agrees to provide the User with the use of the property described below (the "Equipment")

17. The Equipment shall be and shall remain at all times the sole property of TELIZON. This agreement provides only for the location of the Equipment with the User for the convenience of the User and creates no other property rights in the Equipment whatsoever. TELIZON maintains the right to substitute, repair, remove, change or otherwise deal with the Equipment in whatever way it sees fit and at any time it deems appropriate.

18. The Equipment is provided to the User until such time as the User ceases to obtain Services from TELIZON or until TELIZON requires the return of the Equipment for service or other purposes. The Equipment is provided for use solely by the User and only in connection with the paid Services obtained by the User from TELIZON. TELIZON agrees to act reasonably and will not terminate or interrupt the User's access to the Equipment without good reason.

19. Upon request from TELIZON, the Equipment will be returned to the TELIZON at its Office in good working order without any dispute or delay whatsoever by the user at their expense for shipping costs. The User confirms that it has no rights whatsoever in the Equipment (including, without limitation, the right to retain or use the Equipment) except as provided herein. Failure to return the equipment will result in a final charge levied for the purchase of the equipment at 'fair market value'.

20. The User will use the Equipment properly and only for its intended use and will keep the Equipment clean, dry, in a well-ventilated location and in good repair. The User will not remove, lend out, disassemble, misuse, tamper with, modify or expose the Equipment to conditions that may result in damage to the Equipment. The User will not attempt to program, configure, turn off, or otherwise deal with the Equipment, except with the prior express permission, knowledge and assistance of TELIZON. In the event that there is an interruption of service for any reason whatsoever due to failure of the Equipment, the User will immediately notify TELIZON via telephone and in writing and will follow TELIZON's direction in dealing with the problem. TELIZON will have no liability to the User whatsoever for interruption of use of the Equipment except as specifically set out herein or in the DSL Service contract between the parties.

21. The User is fully responsible for any and all damages, which may occur to the Equipment during the period that the Equipment is in the User's possession. Any cost of such damage, as determined by TELIZON, acting reasonably, shall be paid to TELIZON by the User within seven days of invoicing for the cost of such damage.

22. The User will provide TELIZON with complete access to the Equipment, including access to the room and area where the Equipment is located, at any time that the TELIZON so desires. TELIZON is entitled to immediate access to the Equipment, without notice, at any time between 9 am and 5 p.m. on a business day (regardless of whether the User is open on that day) and at such other times as the parties may agree. In the event that the User is in default of this Agreement or of its DSL service contract with TELIZON, then the User hereby irrevocably directs its staff, landlord (if applicable) and any other custodial staff to permit TELIZON access to the User's premises to remove the Equipment.