

**BROADBAND SERVICE AGREEMENT**

Customer Name:	Date:
Installation Site: (full address)	Primary Contact:
	Phone:
Billing Address: (full address)	Email:
	Phone:

Service Plan ***	Select One	Terms & Description
Home Broadband - \$59.95 per month * Start-up cost ** from \$150	<input type="radio"/>	Minimum 1 month subscription Up to 3 Mbits download and 1024 Kbits upload Sustain streaming rate 768 Kbps
Home/Home Office Broadband - \$99.95 per month * Start-up cost ** from \$150	<input type="radio"/>	1 Month subscription Up to 5 Mbits download – depending on technology used Sustain streaming rate more than 768 Kbps
Small Business Broadband - \$149.95 per month * Start-up cost ** from \$150	<input type="radio"/>	1 Month subscription Up to 5Mbits download – depending on technology used Unlimited Gigabytes of data transfer per month
Custom/Other	<input type="radio"/>	

\* First month's pro-rated service plus second month's service due on completion of installation.  
 \*\* Start-up cost due on completion of installation and includes network connection fee, radio modem, managed wireless indoor router or access point, UPS power/surge protection and installation.  
 \*\*\* All prices are subject to HST, applied at the time of invoice.

**Special Notes:**

Payment Method (check one)	<input type="radio"/>	Seasonal – invoiced and paid once a year; 6 months wireless service and 6 months off-line mode \$13-20/month.
	<input type="radio"/>	Pro-rated to 1 <sup>st</sup> of month; 2 <sup>nd</sup> month and installation due upon completion of installation.
	<input type="radio"/>	3 <sup>rd</sup> month and onward payment is via automatic bank withdrawal ( <i>please attach cheque information</i> ) Payment frequency is <b>monthly</b> for the utility internet Payment amount \$59.95 + \$7.79 HST = <b>\$67.74</b> Next payment date: _____

**Other Billing Notes – special rates/billing frequency (if applicable):**

**4pairless use only**

<input type="radio"/> 4PAIRLESS Wireless	<input type="radio"/> VOIP	<input type="radio"/> CABLE	<input type="radio"/> DSL
GPS Latitude	GPS Longitude	IP Address	MAC Address
Speed Test – Upload/Download	Signal Strength	Jitter	Ping Test Result

**CUSTOMER APPROVAL**

Print Name	Signature	Date
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## STANDARD TERMS AND CONDITIONS

Please read carefully. The Service Agreement (“Agreement”) imposes obligations upon you. If you have any questions, feel free to contact us at [michel@4pairless.ca](mailto:michel@4pairless.ca).

1. **Subscriber:** The terms “you”, “your” and Subscriber shall at all times refer to the undersigned Subscriber under this Agreement and shall include all other users of the Service

2. **Company:** The terms “Company” and “4pairless communications inc.” shall at all times refer to 4pairless communications inc.

3. **Internet Access Service:** The Company undertakes to provide the Subscriber with Internet access service (“Service”) which shall include any additional and/or enhanced services identified as an addendum schedule to this Agreement.

4. **Service Availability Warning:** The Company does not guarantee uninterrupted service. The availability of the Service provided by the Company will be subject to power outages and other conditions affecting Internet use which are outside the control of the Company. By accepting this Agreement, the Subscriber will be deemed to have considered and accepted this qualification with respect to the Subscriber’s application of the Service to the use of VoIP telephones, security systems, health monitoring systems or other systems requiring permanent, always on connections. The Subscriber hereby releases the Company from all claims it may have against the Company in the future arising from damage or losses suffered by the Subscriber as a result of interruption of service due to conditions beyond the control of the Company.

### 5. Payments:

**a. Site survey:** Where chargeable survey is required, payment is due in advance of scheduling site surveys by a technician or to be paid on-site, if pre-agreed with 4pairless communications inc. Site survey charges are credited against installation charges upon completion of installation.

**b. Start up Cost (including radio modem and installation):** Payment shall be made directly to 4pairless communications inc. immediately upon installation by cheque, credit card or preauthorized payment. This Agreement will be cancelled without further obligations by either party if service cannot be installed within 120 days.

**c. Service:** On initiation of service, payment is required on installation for (a) service from the date service is commenced to the first day of the next month, and (b) the first full month’s service, and thereafter, the Company shall charge the subscriber for service in advance prior to the beginning of each month of service. All payments are due in full ten (10) days prior to the beginning of each period of service. Accounts are considered active until cancelled by the Subscriber. Unused time in any month is non-refundable. All credit cards and preauthorized bank payments will be charged automatically approximately fifteen (15) days preceding the period to which the service applies. If the Subscriber disputes a charge and the credit company reverses the payment or the credit card company declines a valid credit card charge levied by the Company or receives an NSF cheque or returned preauthorized payment from the Subscriber’s financial institution, the Service will be disabled and an administration charge of \$50.00 plus all overdue amounts must be paid to the Company within 21 days failing which the Service will be terminated. Where Service has been terminated for non payment or default of any of the provisions of this Agreement, or not renewed at the request of the Subscriber, a network connection fee of \$250.00 will be assessed which must be paid prior to reinstatement of Service. A service charge of 1.5% per month will be charged on all past due amounts. If the Subscriber’s account is referred to collection, the Subscriber hereby agrees to pay all collection costs incurred including reasonable administration fees, legal fees, filing fees and court costs. Billing invoices for Service will be sent via e-mail only.

**d. Pre-Authorized debits:** You have certain recourse rights if any debit does not comply with this agreement, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this pre-authorized agreement. To obtain more information on your recourse rights, contact your financial institution or visit <http://cdnpay.ca>

**e. Pre-Authorized debits cancellation:** You the Payer may revoke your authorization at any time. Subject to providing Notice of 30 days. To obtain a sample cancellation form, or for more information on your right to cancel a Pre-Authorization Agreement, contact your financial institution or visit <http://cdnpay.ca>

6. **Change in Terms:** The Company reserves the right to change, without prior notification to the Subscriber, the terms and conditions of this Agreement, as may be required to conform with changes in Government Regulations. Further, the Company reserves the right to change its rates and otherwise modify the terms and conditions of this Agreement at any time by notifying you 30 days in advance of the effective date of such changes. In the event that you wish to terminate your account due to a price increase, you, the customer, will have 31 days from the date of notification of the effective increase to either mail or fax the Company a written request to terminate services. Otherwise, the existing service will be billed at the new rate. This Agreement hereby supersedes all previous representations, understanding, or agreements, written or oral, by or between you and the Company, and shall prevail notwithstanding any variance with terms and conditions of any and all orders submitted.

7. **Applicable Law:** This Agreement is governed by the laws of Canada and the Province of Ontario.

**8. No Redistribution:** Unless specifically provided for as an addendum schedule to this Agreement, the Subscriber is not permitted to redistribute the Service, whether or not for monetary gain, to any other party except internally within the Subscriber's address. If the Subscriber chooses to redistribute the Service internally using wireless technology, it is the complete responsibility of the Subscriber to ensure that the wireless technology is secure to prevent any unauthorized access. Violation of this clause will result in immediate termination of Service.

**9. Subscriber responsibility:** The Subscriber is responsible for:

- a. Creating back-up copy of any important or critical information that is stored Subscriber's system (including computers, servers and off-line storage).
- b. Establishing, maintaining, modifying and protecting Subscriber name(s) and password(s).
- c. Ensuring that battery backup is available to Subscriber radios, routers, etc., during power outages.
- d. Ensuring equipment is disconnected or suitably protected from lightning strikes or power surges. Subscriber is liable for damage to Company's Equipment resulting from failure to protect Company's Equipment in a prudent manner.
- e. Providing adequate virus protection to the Subscriber's system.
- f. Securing the access to the Service provided in this Agreement to avoid any unauthorized and/or unauthorised use thereof, whether intentional or unintentional.

**10. Acceptable Use Policy ("AUP"):** 4pairless communications inc is committed to being a responsible network citizen. To assist 4pairless communications inc in protecting the usefulness and enjoyment of the Internet, the Subscriber agrees to abide by the terms of this Acceptable Use Policy (the "AUP"). If you have any questions about this AUP, do not hesitate to contact 4pairless communications inc Support at [michel@4pairless.ca](mailto:michel@4pairless.ca).

**a.** Any Internet activity, which references back to the Company or its services in a damaging manner, will result in suspension or termination of Service. Illegal Internet activity using or referencing to the Company or an account or services provided by the Company will also result in possible prosecution, and assessment of legal fees and court costs incurred the Company.

**b.** Subscriber(s) are responsible for the content of messages sent from their account, whether sent as mail or as electronic postings.

**c.** Subscriber(s) shall not use their account to create or distribute any images, sounds, messages or other material, which are or may be considered in law to be obscene, pornographic, harassing, racist, malicious, fraudulent or libelous, nor use the account for any activity that may be considered unethical, immoral, illegal or against the public interest.

**d.** Subscriber(s) shall not intentionally seek information about, browse for, obtain copies of or modify files, passwords, tapes or any electronically or digitally formatted or stored information belonging to other individuals, businesses, corporations, governments, or organizations no matter where they are located, unless specifically authorized to do so by the owners of or persons having control and authority over such information.

**e.** Subscriber(s) shall not attempt to decrypt any encrypted material unless authorized to do so.

**f.** Unless specifically provided for as an addendum schedule to this Agreement, the Subscriber is specifically not permitted to host any type of server that allows others to download data via the Subscriber's Service including but not limited to any server that provides peer-to-peer or similar type access.

**g.** The use of the Service to send out any bulk and/or unsolicited e-mail, commercial or otherwise (spamming), is strictly prohibited under this Agreement. Bulk e-mail (spamming) is defined as identical or similar e-mail messages sent to 25 or more recipients where the recipient has not specifically requested such e-mail. Any violation of this policy may result in the immediate termination or suspension of Service under this Agreement, at the sole discretion of the Company.

**h.** The posting of any advertisement or other commercial solicitation to any newsgroup is prohibited. Posting to a newsgroup in contravention of the newsgroup charter is prohibited. The Company reserves the right to determine whether a post constitutes a prohibited act. The posting of a single article or substantially similar articles to an excessive number of newsgroups or mailing lists, or continued posting of articles that are off-topic is strictly prohibited. A posting will be considered off-topic when it provokes complaints from the regular readers of the newsgroup or is deemed so by the Company.

**i.** Impersonating another Subscriber or otherwise falsifying one's Subscriber name in e-mail or any post to any newsgroup or mailing list is strictly prohibited. Any violation of this AUP will constitute a violation of the terms of this Agreement and may result in the immediate suspension of the Subscriber's Service and/or termination of this Agreement. The Subscriber hereby acknowledges and hereby authorizes 4pairless communications inc to provide full co-operation with law enforcement agencies in connection with any investigation arising from an alleged or possible breach of this AUP.

**11. Excessive Consumption:** In order to ensure fair access to the Service by all users, and to protect the integrity of the Service, 4pairless communications inc shall be entitled to take steps to prevent continuous and/or excessive consumption of Service bandwidth by users of the Service. Without limiting the generality of the foregoing, 4pairless communications inc reserves the right:

**(1)** to limit throughput rates of certain bandwidth-intensive activities such as, but not limited to, audio and video streaming, and automatic file exchange applications;

**(2)** to discontinue the provision of the Service via specific ports or communication protocols; and/or

**(3)** increase or decrease the relative priority of any or all traffic flow.

12. **Remedies and Penalties:** The actions the Company will take as a result of any breach of this Agreement, including non payment for Service(s), Excessive Consumption, Installation, and/or Site Survey may include suspension, cancellation or termination of this Agreement, at the sole option and discretion of the Company. The Company does not issue any credits for accounts cancelled due to breach by the Subscriber of any term or condition of this Agreement. The Company reserves the right to refuse service to anyone at any time for any reason. In addition to any other fees and penalties that may be assessed by the Company, as provided herein, the Subscriber shall be held liable for any and all costs incurred by the Company as a result of the violation of any terms and conditions of this Agreement. This includes, but is not limited to, legal fees and costs resulting from responses to complaints from and the cleanup of unsolicited commercial mailings and/or unauthorized bulk mailings and/or news server violations. The Company's current hourly rate for responses to complaints and cleanup of unsolicited commercial mailings and/or unauthorized bulk mailings and/or news server violations is \$150 per hour, with a minimum one (1) hour charge, plus \$1 for each bulk-email or Usenet message sent, plus \$10 per complaint received. These rates are subject to change at any time without prior notification.

13. **Termination:** If at any time during the term of this Agreement the Subscriber fails to abide by any of the terms and conditions in this Agreement, 4pairless communications inc reserves the right to immediately cancel all or part of the Service. This Agreement may be terminated at any time for default in payment and/or breach of the terms thereof and all fees for the remaining Agreement period will then be due in full. In the event that the Subscriber wants to cancel the Service, it must notify the Company in writing, no later than thirty (30) days prior to such cancellation, provided that such cancellation shall be deemed to be effective no earlier than the date upon which the term of this agreement or any subsisting renewal thereof expires. This notice must be e-mailed, faxed or mailed to the Company or otherwise delivered to the then current address shown on the Company's web site at <http://4pairless.ca>.

14. **Common Use Policy:** The 4pairless communications inc Broadband network is engineered where all users have the potential to provide or receive service to/from other 4pairless communications inc customers or participants. The Subscriber agrees that personnel of the Company and its sub-contractors (together recognized as the "Service Provider") will be allowed at the sole discretion to install, upgrade, repair and maintain equipment located at the Subscriber's premises (the "Equipment") to:

**a)** provide service to the Subscriber; and

**b)** operate the network (including without limitation the Equipment at the Subscriber's premises) for the benefit of, and to provide services to all Subscribers.

**The Subscriber specifically agrees to:**

**a.** provide space sufficient to install the Equipment on its buildings, structures or towers (the "Facilities").

**b.** allow the Service Provider free access to the Facilities over the internal road system located on the remainder of the Subscriber's property from a public road abutting the Subscriber's property.

**c.** allow the Service Provider to access outdoor Equipment at all times.

**d.** where applicable, provide access to the interior of the Facilities during regular hours of operation for the Service Provider to maintain the Equipment, its power and network connections.

**e.** provide reasonable care and protection for the Equipment.

**f.** prevent anyone from moving, altering or modifying the Equipment, its installation and configurations.

15. **Loss or Theft:** It is the Subscriber's responsibility to notify 4pairless communications inc immediately at [michel@4pairless.ca](mailto:michel@4pairless.ca) if any Equipment is lost, stolen or destroyed (including, but not limited to vandalism, fire, and lightning). The Subscriber is responsible to reimburse 4pairless communications inc for the cost of removal and replacement Equipment including all labour charges, fees and other charges incurred as a consequence of loss, theft or destruction of such Equipment.

16. **Effective Date:** This Agreement is effective upon the date it is executed by both parties, whether or not the Subscriber uses the Company's services, and continues in full force and effect until service terminated by either party. If either party terminates this Agreement, the Subscriber is still responsible for any unpaid charges to its account.

**17. Term:**

**a.** Agreements having a term of more than one (1) month will be automatically be renewed to a month to month contract for Service at the then prevailing monthly rate and Terms and Conditions as published in the Company's web site and may be cancelled by either the Subscriber or the Company on not less than one (1) full calendar month's prior written notice to the other party.

**b.** Month to month contracts for Service may be cancelled by either the Subscriber or the Company on not less than one (1) full calendar month's prior written notice to the other party.

**c.** Prepaid Seasonal and Annual Service plans will be automatically renewed at the then prevailing prepaid rate and Terms and Conditions as published in the Company's web site and may be cancelled by either the Subscriber or the Company on not less than one (1) full calendar month's prior written notice to the other party.

**18. Equipment:** With the exception of the tower(s) and related infrastructure equipment sold to the Subscriber as specified herein, all Equipment supplied on Subscriber's premises by the Company to provision the Service remains the property of the Company or its agents. The Subscriber hereby acknowledges and agrees that any equipment belonging to the Company that cannot be retrieved following the termination of Service and/or this Agreement by the Company or its agents during normal business hours due to the Subscriber's non-cooperation will be deemed to have been purchased by the Subscriber at the original cost to the Company and payment hereof shall be immediately due upon delivery to the Subscriber of the requisite invoice.

**19. Prior Agreements Void:** This Agreement hereby supersedes all previous representations, understanding, or agreements, written or oral, by or between the Subscriber, agents and/or representatives and the Company, and shall prevail notwithstanding any variance with terms and conditions of any other agreements.

**20. Warranty:** In providing the Service, the Company, its officers, directors, employees, representatives and agents, make no representations or warranties except as expressly stated herein and EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND SECURITY, AND SHALL NOT BE LIABLE TO THE SUBSCRIBER FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER RESULTING FROM PROVISION OF OR FAILURE TO PROVIDE THE SERVICE. WITHOUT LIMITING THE FOREGOING, THE COMPANY WILL NOT BE LIABLE FOR DAMAGES RESULTING FROM THE USE OR INABILITY TO USE THE SERVICE OR TO ACCESS THE INTERNET, RELIANCE ON INFORMATION OBTAINED THROUGH THE INTERNET, INTERRUPTIONS IN SERVICE FOR ANY REASON, DELETION OF FILES OR E-MAIL, LOST DATA, UNAUTHORIZED ACCESS TO THE CUSTOMER'S RECORDS OR FILES, ERRORS, DEFECTS, DAMAGES TO COMPUTERS AND STORED INFORMATION DUE TO VIRUSES, DELAYS IN OPERATION OR TRANSMISSIONS OR ANY OTHER FAILURE OF PERFORMANCE.

**21. Miscellaneous:** 4pairless communications inc failure to insist upon or enforce strict performance of any provision of this Agreement will not be construed as a waiver of any provision or right. Where any provision of this Agreement conflicts with an applicable Federal or Province of Ontario law(s), the applicable law will supersede this Agreement only in respect of the conflicting provision. 4pairless communications inc may assign its rights and obligations under this Agreement to any third party without the Subscriber's prior consent. The Subscriber may not assign or otherwise transfer this Agreement. In no event will 4pairless communications inc be liable for any failure to comply with this Agreement if such failure results from any condition or event beyond the reasonable control of 4pairless communications inc, including, but not limited to, terrorism, hacking, security breach, fire, flood, earthquake, any other elements of nature or acts of God, theft, riot, strike or other labour disturbance, power failure, insurrection or war.

**22. Force Majeure**

a.) If at any time during the Term, the Provider or a supplier to the Provider is unable to provide any or all of the Services by reason of the occurrence of an event of Force Majeure (defined in Section 22(b)), The Provider will be excused from the performance of its obligations hereunder, during the continuance of such inability, provided that The Provider provides written notice of the occurrence of the Force Majeure to the Customer within ten (10) days of its occurrence and takes all reasonable measures to prevent or remove the Force Majeure. In the event of the occurrence of an event of Force Majeure, The Provider may provide the Customer with bridge service, if possible, and the Customer may, at its option, terminate the Agreement with written notice if The Provider cannot resume provision of the Services within sixty (60) days of the occurrence of the event of Force Majeure.

b.) "Force Majeure" means a fire, rain, flood, epidemic, earthquake, snowstorm, thunderstorm, lightning storm, ice buildup, quarantine, embargo, or other act of God; explosion, damage or destruction of equipment or facilities; strike, lockout or other dispute with workers; riots, civil disputes, war (whether declared or undeclared) or armed conflict; any municipal ordinance or provincial or federal law, governmental order of regulation or order of any court or regulatory body; the inability to obtain, or any delay in obtaining, local access for any reason whatsoever, fraud control by The Provider which renders continued provision of a Service or the Services under the Agreement impossible, impracticable or illegal.

End of Standard Terms and Conditions

The undersigned Subscriber acknowledges that the terms and conditions of this Agreement herein have been read and are understood and agreed to.

I hereby authorize 4pairless Communications Inc. or its agent to install equipment and provide Service as requested. I acknowledge that this Agreement is subject to final site survey; at which time a final decision of service availability and installation price will be made.

Subscriber Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

4pairless Communications inc. PER: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_