

# Wireless Internet Service Provider Customer Agreement

## LIMITATION OF LIABILITY

The Customer hereby requests that the Company install any and all equipment and/or software required in order to receive the Service. In allowing the Company's technicians to enter the Customer's premises, and by the signing of this form, the Customer agrees that they do hereby release the Company of the following:

Any claims, liabilities, losses, indirect or direct damages, whatsoever related to the Customer's use of the Service provided by the Company unless caused by the proven neglect of the Company. The Customer agrees this will include, but not be limited to, any damages, loss of profits, business loss, loss of expected savings, loss or damage to the Customer's hardware, software, files, data or any other direct or indirect loss of the Customer.

## No Term Commitment Required

The Customer agrees that the Service will be terminated by the Company for any of the following reasons:

1. Non-Payment
2. Illegal Activity
3. Activity which disrupts the service or which affects the Company's equipment
4. Altering or relocating the Company's equipment

## SECURITY

The Company operates a clean service. Displaying, distributing or promoting offensive material is strictly prohibited and may result in your Service being terminated permanently. Illegal activities will be turned over to the appropriate authorities. The Customer understands that it is recommended that they implement an employee usage guideline. The Company is not responsible for what the Customer or any person using the Service may encounter on the Internet.

## CONTRACT PLAN

Service plans can be found at <http://www.syban.net> and are subject to change. All changes will be made available online.

## PAYMENT

All monthly rentals will be paid by:

Pre-authorized debit. The Customer agrees that if the Customer selects pre-authorized debit, the Company may make an automatic withdrawal on the 5th of every month from the Customer's financial institution.

Online banking, telephone banking, in branch banking, or by cheque.

Credit Card - The Customer agrees that if the Customer selects credit card, the Company may make an automatic withdrawal on the 5th of every month from the Customer's credit card.

There is a one time activation fee of \$129.00 is due at the time of installation.

Any extra installation equipment and first month payment is due at the time of installation, via cheque or credit card. The applicable payment authorization agreement must be completed and attached.

Any insufficient payments (auto-debit rejected, NSF cheque, credit card rejected) will be charged \$35.00.

Payment is due on the 20th of every month.

#### **RECONNECT FEE**

In the event that the Service is disconnected for non-payment, the Customer agrees to pay a reconnect fee of \$50.00.

#### **EQUIPMENT OWNERSHIP**

The Customer agrees that all equipment will remain the property of the Company. The Customer agrees therefore not to sell, transfer, lease, or assign any interest in or mortgage or encumber all or any part of the equipment provided by the Company. The Customer hereby agrees to pay to the Company the full cost of repair and/or replacement of any lost, stolen, unreturned, damaged, sold, encumbered or assigned equipment, as well as full labour costs.

#### **INTERRUPTION OF SERVICE**

The Company is committed to providing the Customer with the best service 24 hours per day. However, the Company does not guarantee uninterrupted service and does not guarantee error-free service. The Customer agrees that the Company is not responsible to the Customer for service problems not within the control of the Company. The Customer understands that there may be times when the Service may need to be adjusted and that there may be times when the service may be interrupted.

#### **VIRUS PROTECTION**

Virus protection is the responsibility of the customer. The Company will not assume any liability for virus infection as a result of our service. Virus removal is the responsibility of the Customer.

#### **DATA BACK-UP REQUIREMENTS**

The installation, use, inspection, maintenance, repair and removal of the equipment may result in service outages or potential damage to your computer. The customer agrees to back up any

important data to another storage medium prior to the installation of the Service.

#### **PROPER POWER PROTECTION**

The customer is responsible for providing proper power surge protection. The company will not be liable for any damage that may occur as a result of improper surge protection as a result from severe weather conditions or any other power problems.

**AGREEMENT TO BE BINDING ON CUSTOMER AND COMPANY** The Customer acknowledges that he/she has read and understands this agreement and that it includes limitations of liability. The Customer and Company agree to be bound by the terms and conditions of this agreement. This agreement shall be binding upon the heirs, executors, administrators and assigns of the party hereto.