

## **AGC WIRELESS INTERNET TERMS OF SERVICE**

Askivision Group of Companies (“**AGC**”) is pleased to provide Internet Services (the “**Service**”) to you (the “**Customer**”) on the terms set out below. These Terms of Service, our Acceptable Use Policy and your signed contract constitute the agreement between you and AGC with respect to your use of the Service. By your use of any of AGC’s Services, you are deemed to have acknowledged and consented to these Terms of Service.

AGC may modify these Terms of Service from time to time without prior notice. The current Terms of Service are posted on our website at [www.aski.ca](http://www.aski.ca). Consult the AGC website regularly to ensure that you are in compliance with the most recent version of the Terms of Service.

### **1. THE SERVICE**

The Service includes the services specified on your contract and any other services that AGC may provide to you from time to time.

### **2. TERM**

This agreement will begin upon the activation of the Service and will continue for the term you have chosen.

#### **A: Month-to-Month Term**

If you choose the Month-to-Month Term option, you must purchase all Equipment and pay for the installation and first month of service on the day of your installation. There is a one (1) year warranty on the Equipment from the date of installation, excluding damages to the hardware other than Equipment failure, as explained in Section 11. The Customer is responsible for any non-warranty related maintenance costs.

#### **B: Three (3) Year Term**

If you choose the Three (3) Year Term option, AGC retains ownership of the Equipment during and after the 3 Year Term and is responsible for the cost of the Equipment and any subsequent maintenance other than stated in Section 11. On the day of your installation, you pay only for the installation and first month of service. Upon expiration of the Three (3) year term, the Service will continue on a month-to-month basis at the applicable monthly rate unless you terminate the Service with thirty (30) days notice.

### **3. FEES**

**3.1** You agree to pay the applicable monthly fees for the Service, together with all applicable taxes.

**3.2** Service call requests for the following reasons will be billed to the Customer at AGC’s prevailing rates:

- a) issues unrelated to equipment/service problems
- b) damage or misuse caused by the Customer or a third party

**3.3** Installation fees and reconnection charges are non-refundable.

### **4. PAYMENTS**

**4.1** Charges will be billed monthly in advance, issued the first day of the month.

#### **A: Month-to-Month Term**

If you choose the Month-to-Month Term option, payment must be made within thirty (30) days of the invoice date. Pre-authorized payment is the preferred method, but you may also pay via internet or telephone banking, Visa/MasterCard, or cheque.

#### **B: Three (3) Year Term**

If you choose the Three (3) Year Term option, you authorize AGC to debit your bank account (pre-authorized payment) the amount of your package fee each month for the entire duration of the Three (3) Year Term. The automatic billing will be made the first business day each month for that month’s Service. If you cancel the pre-authorized payment method, you must pre-pay for twelve (12) months at a time to the end of your Three (3) Year Term. If you would like to use the Three (3) Year Term option but do not have any pre-authorized options, you may pre-pay for twelve (12) months at a time for three (3) consecutive years.

**4.2** You agree to promptly notify AGC of any changes in your billing information, including any change to your automatic payment method. AGC reserves the right to examine credit reports at any time.

**4.3** Delinquent accounts may be suspended or cancelled at AGC’s sole discretion. Prior to reactivating a delinquent account, all outstanding charges must be paid in full, in addition to a twenty-five dollar (\$25.00) reconnection charge. If the Service is disconnected for delinquency, the Service will be reinstated if you pay arrears including an NSF fee immediately upon being notified by the office. If you fail to make payment in full

within ten (10) business days after disconnection, AGC has the right to send your account to collection. If service is disconnected for delinquency, you are subject to the cancellation terms and fee as explained in Section 6.

## **5. COLLECTION CHARGES**

You agree to pay AGC fifteen dollars (\$15.00) for each payment returned for any reason.

## **6. CANCELLATION**

You may terminate the Service upon providing thirty (30) days prior notice to AGC. You are responsible for all amounts owing to AGC up to the time the termination becomes effective. If you are subscribed to the Three (3) Year Term plan and you terminate your subscription to the Service prior to the expiration of the contract, you agree to pay to AGC, in a single payment, the lesser of six hundred dollars (\$600.00) or twenty-seven dollars and ninety-five cents per month (\$27.95/mth) to the end of the contract term. You agree that such payment is a pre-estimate of liquidated damages resulting from such termination and is not a penalty.

### **Equipment Return**

If you signed the Three (3) Year Term and terminate the Service, whether before or after the Three (3) Year term has expired, you agree to remove and return the Equipment at your expense to AGC at 826 – 57<sup>th</sup> Street East in Saskatoon within thirty (30) days of termination. If this requirement is not met within thirty (30) days of termination or if you request AGC to remove the Equipment, you agree to give AGC access to your premises at a mutually agreed upon time to remove the Equipment for a fee of seventy-five dollars (\$75.00). Failure to return the Equipment in good working order will result in your being charged the full retail price of the Equipment.

## **7. IF YOU ARE MOVING**

**7.1** If you are moving to a location where AGC provides the Service, we can move the Equipment to the new address and align it, at AGC's prevailing service call rate. Please advise AGC at least thirty (30) days prior to the date you are moving.

**7.2** If new owners are moving into your current location and would like to assume use of the Equipment, you need to first inform our office that you are disconnecting the Service at that location under your name and then have the new owners contact our office to sign up for the Service under their own name. If the new owners use the Equipment and no service call is necessary (please do not take the power adaptor with you), you will be provided with a fifty dollar (\$50.00) credit towards your installation fee if you are having the Service installed at a new location.

**7.3** Three (3) Year Term Customers:

**(a)** If you are leaving the Equipment for the new owners, the new owners must sign a Three (3) Year Term or pay for the cost of the equipment.

**(b)** If you are moving to a location where AGC provides the Service, but you choose not to have the Service at your new location, you are responsible for the cancellation fee to the end of your Three (3) Year Term, as stated in Section 6.

**(c)** If you are moving out of the coverage area prior to the end of your Three (3) Year Term, you are responsible for the cancellation fee and Equipment return, as stated in Section 6.

## **8. SEASONAL OR TEMPORARY SUSPENSION OF SERVICE**

If there is a period of time when you will not be using the Service (e.g. seasonal cabin, vacation, etc.) you can temporarily suspend the Service. Email privileges will be covered at no charge during the Service suspension for a period of up to nine (9) months. You can continue to use your AGC email over any Internet connection. The minimum period for which the Service can be suspended is one (1) month. The minimum period for which the Service can be reconnected is also one (1) month.

### **A: Month-to-Month Term**

At the request of the Customer, Service may be suspended beginning with a date specified by the Customer and fees for the Service will be stopped effective on that date. There is no charge for suspending the Service and at the option of the Customer, Service fees for unused Service may be returned or left on account as a credit. Upon starting the Service again on a date specified by the Customer, Service Fees will begin to accrue as of the reconnection date and a reconnect fee of twenty-five dollars (\$25.00) will be applied to the Customer's account.

### **B: Three (3) Year Term**

A Customer on the Three (3) Year Term plan may temporarily suspend the Service for a minimum rate of twenty dollars and ninety-five cents per month (\$20.95/month). The maximum period for which the Service can be suspended at this reduced rate is six (6) months.

## **9. SUPPORT**

**9.1** The AGC help desk will provide telephone and email assistance on a reasonable effort basis via the telephone numbers and during the hours of operation specified on AGC's division's websites ([www.aski.ca](http://www.aski.ca), [www.baudoux.ca](http://www.baudoux.ca), [www.littleloon.ca](http://www.littleloon.ca)). Support is limited to your problems using the Service and may exclude problems related to certain equipment (e.g. routers, wireless devices and switches) and software.

**9.2** The Customer agrees that AGC will not be held liable for any loss, damage or undesired results that may occur from AGC's support of the Service.

## **10. CHANGES TO THE SERVICE**

AGC reserves the right to change the Service or rates with thirty (30) days notice. Customers who signed, or are currently on, the Three (3) Year Term plan are not exempt from changes to the monthly rates of the Service.

## **11. WARRANTY**

The Equipment warranty does not cover damages due to external causes, including but not limited to, abuse, accident, act-of-God, misuse, problems caused by use of parts not supplied by AGC, servicing not authorized by AGC, or vandalism. Any unauthorized opening of the Equipment enclosures will void this warranty in its entirety.

## **12. LIMITATION OF LIABILITY**

AGC is not liable for:

- (a) any interruption or unavailability of the Service due to acts of God, lightning, power failures, equipment failures, scheduled or unscheduled maintenance, or any event beyond the reasonable control of AGC.
- (b) any acts or omissions by the Customer or by any third party;
- (c) any loss, cost, expense or damage of any kind caused directly or indirectly by the Equipment;
- (d) any damage to your premises incurred while installing or removing the Equipment and associated wiring, when such damage is not wholly caused by AGC's negligence.

## **13. ACCEPTABLE USE POLICY**

**13.1** This Acceptable Use Policy is designed to foster an online environment of mutual respect in which everyone is able to enjoy the benefits of the Service. We believe that the restrictions set out in this section represent a fair balance between the freedom of the individual and the need for some basic rules to ensure that AGC's Service is not used in an abusive or illegal way.

**13.2** AGC's Customers are responsible for ensuring that their accounts are used in accordance with this Acceptable Use Policy. If AGC has reason to suspect that a Customer, or anyone using a Customer's account, is violating this Policy, then the account in question may be suspended pending an investigation. If, after an investigation, AGC determines that an account has been used in violation of this Policy, AGC may, at its discretion, terminate the Customer's account.

**13.3** AGC does not actively monitor its Customers' use of the Service. AGC relies on its Customers to govern themselves and to protect the integrity of the network by reporting any violations of this Acceptable Use Policy to AGC.

**13.4** AGC has the right, but not the obligation, to investigate any violation or alleged violation of this Acceptable Use Policy, including the right to examine any information or material on AGC servers and wire lines.

**13.5** AGC has the right, but not the obligation, to remove any content that it deems, as its sole discretion, to be in violation of any part of this agreement.

**13.6** AGC has the right, but not the obligation, to take any steps it deems necessary to prevent violations of this agreement from occurring.

**13.7** The failure of AGC to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

**13.8** AGC Customers must not disrupt or interfere with the normal operation of AGC internet systems, networks, or activities in any way that adversely affects the ability of other people or systems to use AGC Services or the Internet, including, but not limited to:

- (a) denial of service attacks;
- (b) flooding of networks;
- (c) attempts to overload a service;
- (d) attempts to cause system crashes;
- (e) attempts to gain access to the private systems or data of AGC, without the prior consent of AGC.

**13.9** AGC Customers must not use their Internet accounts to:

- (a) circumvent or attempt to circumvent security or authentication systems on any host network hardware, or Customer account, including, but not limited to, logging into any server, account or network without authorization and electronically probing the security of any system or network;
- (b) disrupt or interfere with the normal operation of any system or network operated by any third party;
- (c) gain access or attempt to gain access to the private systems or data of any third party without the prior consent of the third party.

**13.10** AGC Customers must comply with the current bandwidth/network traffic, data storage and other limitations on the Service. Customers must ensure that their activity does not improperly restrict, inhibit or degrade any other Customer's use of the Service, nor represent (in the sole judgment of AGC) an unusually large burden on the network itself. In addition, Customers must ensure that their activity does not improperly restrict, disrupt, inhibit, degrade or impede AGC's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services. AGC reserves the right to manage the network and make any changes necessary to provide optimum performance to all AGC Customers.

**13.11** AGC Customers may not resell, share, or otherwise distribute the Service, or any portion thereof, to any third party. For example, you cannot provide Internet access to others through a hotspot or public wireless, host shell accounts over the Internet, or provide email or news service unless express permission is granted by the Customer agreement.

**13.12** AGC provides the Service on a "best-effort" basis and does not guarantee upload and download speeds. There are numerous factors that affect Internet speed, including but not limited to the Customer's location, Internet traffic, the configuration of the Customer's computer, and other factors beyond AGC's control. AGC residential Internet accounts do not include SLAs (Service Level Agreements); meaning AGC does not provide a minimum system uptime nor provide a minimum time for repair. AGC provides a "best-effort" to address any technical or performance issue with the Service. AGC does not guarantee that the Service will be uninterrupted or problem free. The Service is provided on an "as is" basis and it is the Customer's responsibility to report any technical or performance issue with the Service to the AGC help desk.

**13.13** AGC reserves the right to monitor e-mail messages and filter any messages determined by AGC to be malicious before they enter your inbox. AGC does not warrant that this service will prevent all malicious threats to your computer. AGC does not assume any responsibility for the acts or omissions of your use of the Service.

**13.14** AGC Customers must not use the Service to encourage, facilitate or engage in any illegal activities, including without limitation:

- (a) defamation: posting or transmitting any material which is defamatory under any applicable laws;
- (b) fraud: posting or transmitting any information that you know or ought to know is false, and that you intend others to rely on;
- (c) unlawful material: posting or disseminating unlawful material;
- (d) false advertising: posting or transmitting any advertising or promotional materials that contain false, deceptive, or misleading statements, claims or representations;
- (e) copyright violation: posting or transmitting any information, software, photograph, video, graphic, music, sound and other material in violation of another person's copyright;
- (f) trade-mark violation: posting, transmitting, displaying or using any words or symbols that violate any other person's rights in its trade-mark or trade-name.