

**Airnet Wireless Inc. Terms of Service Agreement**  
**SUBSCRIBER AGREEMENT AND TERMS OF SERVICE**

Having accessed this page assumes that you have read this document.

**This is a contract.** It spells out the terms and conditions of your access to the Airnet Wireless Inc. ("airnet.ca" or "airnet") Internet access service (the Airnet service) and also limits our liability.

By opening an account under your name and/or billing credit card number, and using the Airnet service, you agree to be legally bound by and abide by the terms of this Agreement. **If you do not agree to the terms stated herein you must immediately notify Airnet Wireless Inc., and terminate your account. Additionally, you must return any property belonging to Airnet Wireless Inc. in original (new) condition and in the original packaging if so supplied.**

**1. Your Account**

You affirm that you are at least 18 years of age. As the account holder, you are responsible for your account and the use of your password. You are responsible for all use of your account, by anyone, unless it can be conclusively proven to the satisfaction of Airnet to have been an unauthorized intrusion. If you believe that there has been unauthorized access to your account, you must change your password and notify Airnet immediately.

a) Rates and Charges: The price of our service to you is as per agreed to at the time of install or fraction thereof payable monthly in advance and you will be charged a first and last month fee at time of install. In addition, there is a connection cost and setup fee of \$295.00 unless one of the yearly service plans is chosen. These rates and charges may be subject to change by Airnet Wireless Inc. from time to time by notice to you.

b) Term: You agree to contract our services for a minimum term of 1 month unless you have exercised one of the yearly service plan options. Earlier cancellation of this service will require payment of the cancellation fee of \$295.00 or the lesser amount of the balance of the contract.

c) Email account: You will as the account holder maintain a valid email account with us at all times to allow us to communicate with you regarding your service.

**2. Customer Information**

**You agree to notify us of any change to your billing credit card number, address, telephone number or service location. This notification must be made within 7 days of the change.**

Account information provided by you to Airnet will be kept confidential. At no time will Airnet share your information with any Third Party with the following explicit exclusions:

a) Airnet may share part or all of the information you provide to agents or companies in the employ of Airnet to service your account. Only the information pertinent to that service will be shared.

b) Airnet may share any or all information in its possession about you and your account in an attempt to collect fees owed to us or our Agents.

**3. Payment**

All services provided by Airnet must be paid in advance. Payment shall always be due and should be paid on the first day of each month unless your account has been prepaid for that month and any succeeding months. As Airnet has fixed fees, **payment is required even if you have not received an invoice.** If payment is not received by the seventh (7<sup>th</sup>) day of the current service month, your account may be suspended until the full amount owed plus a twenty-dollar (\$20.00) reactivation fee is received by Airnet. If payment is not received by the fifteenth (15<sup>th</sup>) day of the service month, your account will be terminated and the full amount due for the entire term contracted will be due and payable as of the date of termination. Terminated accounts will not be reactivated. If your account has been terminated for cause, a new account must be created and you will be required to pay the standard connection fees and a minimum of three (3) months service in advance. All accounts thirty (30) days past due will accrue interest at twenty four (24) percent per annum, and shall be subject to collection and any costs or attorneys fees that collection or suit may entail. An NSF charge of \$45.00 will be charged for all returned cheques.

#### **4. Service Limitations**

Airnet prohibits the sending of mass emails or unsolicited commercial email (also known as SPAM) via its service. Airnet prohibits engaging in any predatory activity, including but not limited to the unauthorized accessing of other Internet devices or appliances, the dissemination of predatory or damaging broadcasts such as viruses, trojans, worms or other remotely activated software or hardware agents. Airnet subscribers may not engage in any activity that violates federal or provincial law, or violates prevailing community standards. Any Airnet subscriber engaging in this or other behaviour that poses a threat to, or damages other Airnet subscribers or Internet users shall have their accounts terminated without notice and will forfeit any prepayments they may have paid. Users terminated for the reasons described in this paragraph will be liable for any payments due for the remainder of their sign up term, and/or any other costs payable under this Agreement and/or costs incurred by Airnet due to the misuse of the service.

Subscribers may not operate for-profit enterprises over their high-speed service without the express written permission of Airnet. At no time will any subscriber or user of the Airnet service resell and or operate commercial networking services on or over the Airnet network. Airnet cannot guarantee that all current or future Internet applications can or will be supported. **Also note we do not allow Peer to Peer software on the network e.g. Ares, Edonkey, Emule, Kazaa, Bittorrent, Limewire, GNuttella, etc.**

#### **5. Airnet Equipment**

Airnet may provide the necessary equipment to connect a single computer (if more than one computer is to be connected, The Subscriber is to supply the other necessary equipment) to the Airnet network and the Internet. This equipment is and shall remain the sole property of Airnet Wireless Inc. unless otherwise specified. If the equipment becomes inoperable due to any factory defect or failure, Airnet will replace or repair the equipment in whole or in part at its sole discretion at no cost to the subscribing account holder. However, the subscribing account holder assumes full responsibility for the operation and protection of this equipment. The agreed value of the Wireless equipment is three hundred dollars (\$300.00), and that of the DSL modem is two hundred dollars (\$200.00). The subscribing account holder agrees to pay this amount to Airnet on demand should the equipment be lost or destroyed for any reason. The subscriber agrees to return the equipment to Airnet at the conclusion of the contract term in good operating and undamaged condition, or pay the above-mentioned value of the equipment to Airnet.

#### **6. Service and Equipment Installation**

Airnet will supply equipment, which will be installed by Airnet or it's designated installers. Airnet may install IP addresses in your hardware or software for the duration of your service with Airnet. These addresses are NOT portable and remain the property of Airnet. Subscribers may not use any address that is not explicitly issued by Airnet. Any subscriber using unapproved addresses shall be in violation of Paragraph 4 of this document. Airnet is not responsible for any damage to or loss of data or software from your computer while installing, operating or maintaining Airnet services. We recommend that you back-up all existing computer files by copying them to a different storage device prior to the installation, operation or maintenance of any Airnet hardware or software.

Airnet does not guarantee universal compatibility of its equipment. Airnet will provide support only for the Airnet high-speed service components. Airnet will not provide support to components or software that Airnet did not provide to you specifically for use in maintaining your connection to the Internet and the Airnet network. If required, subscribers must supply a broadband Router, which will be programmed and monitored by Airnet.

#### **7. Subscriber Support and Help Desk**

The Airnet Help Desk will provide "reasonable effort" telephone assistance during specified hours. Assistance is limited to problems arising from use of the Airnet service and excludes problems related to your personal hardware and software. Airnet cannot guarantee the solution of any particular problem or Airnet service disruption. However, Airnet will make a "best effort" attempt to resolve your problem. Airnet is not liable for any service disruptions stemming from difficulties beyond the direct control of Airnet. Any disruption occurring within the control of Airnet will be resolved in the shortest period of time possible. Problem reports may be made to the Airnet Help Desk.

## **8. Content Warning**

You agree that you are aware that the Airnet service provides access to Web content that is for mature audiences only and which you may find offensive. Airnet recommends that access accounts should not be used by anyone under the age of 18 unless supervised by an adult.

## **9. Copyrighted Material**

**Copyrighted material may not be downloaded without the permission of the copyright owner(s) or person(s) specifically authorized to grant such permissions.**

## **10. No Warranty - Limitation of Liability and Damages**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ALL USE OF THE AIRNET NETWORK SERVICE IS AT YOUR OWN RISK. AIRNET MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED FOR THE SERVICES THAT ARE BEING PROVIDED. AIRNET EXPLICITLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE WHATSOEVER. Network performance and connectivity is not guaranteed. Airnet will use reasonable efforts to ensure that those portions of the Airnet service over which Airnet has direct control are functioning properly. Airnet is not responsible for any loss you suffer, or any party claiming through or under you, as a result of using the Airnet service including, but not limited to:

- the performance of the Internet;
- the acts or conduct of third parties, acts of God, or war;
- the content or accuracy of any information or data, including any software viewed, downloaded, or transmitted to or from the Internet;
- loss resulting from the viewing, downloading, purchasing or by any other means acquiring, any material, product or service accessible through the Internet, even if you were not aware that any such loss would be incurred;
- loss resulting from delays, computer viruses or interruption of the Airnet service, regardless of cause; any losses or damages, including losses or damages to your equipment, facilities or software, arising from mistakes, omissions, interruptions, delays, errors, non-delivery, incorrect delivery, viruses, or defects in the transmission of information or data on the Internet.

If despite the limitations of liability in this Agreement, Airnet is found liable in a court of law for any damages to you or any other party, it is agreed that our liability is limited to \$100.00 and that we shall not be responsible for any greater amount or for any indirect, consequential, statutory, exemplary or punitive damages.

## **11. Indemnity**

You agree to indemnify and hold harmless Airnet, affiliate corporations, all of their officers, directors, agents, employees and shareholders, from all claims, damages, costs and expenses, including legal fees, which result from the use, by anyone, of your Airnet account, without limitation.

## **12. Compliance Measures**

Airnet reserves the right to monitor any and all communications and activity through or with the Airnet service to ensure adherence to the terms and conditions of this Agreement.

You agree that the Airnet service is not to be considered a secure communications medium and that no expectation of privacy is given to you or to any user of your account.

Should Airnet receive a complaint, Airnet will investigate the complaint and, at its sole discretion, may suspend or terminate the account(s) involved and/or may remove any material from its servers. Customers will be notified if this is done. Airnet reserves the right to release customer information to comply with an investigation into any activity that may violate these terms, and may report such activities to the appropriate authorities.

Airnet reserves the right to prohibit, remove and/or block access to any content or Internet capability, including any pages, Usenet newsgroup and/or IRC channel, at any time for any reason, including those which contain:

- hyperlinks to material Airnet deems inappropriate; and
- material which promotes or induces illegal activity.

### 13. Termination

You may stop using the Airnet service at any time and terminate your account by:

- contacting Airnet through the telephone number specified on the Airnet service World Wide Web site; or
- sending email to [airnet.info@airnet.ca](mailto:airnet.info@airnet.ca).

You will be responsible for any outstanding payments for the remainder of your contract term. Airnet may suspend or restrict your account and the Airnet service or terminate this Agreement, at any time, if:

- the operations or efficiency of the Airnet service is impaired by the use of the Airnet service from your account;
- any amount owed by you to Airnet is past due; or
- there has been or is any breach of any term or condition of this Agreement.

If services are terminated you remain responsible for payment of any outstanding fees up to the conclusion of your contract term as well as the cancellation fee of \$295.00 or the lesser amount of the balance of the contract. If your service has extended beyond the contract term, then payment for the service of the concluding month is due. Airnet shall have no responsibility to notify anyone of any termination or suspension of an account. Any termination of this Agreement shall not relieve you from any amounts owing or other liability accruing hereunder prior to the time that such termination becomes effective.

You agree to return all equipment provided to you by Airnet to an Airnet approved depot within seven (7) days of termination of your Airnet high-speed service. If you do not return the equipment within that time period, or it is returned damaged, you agree to pay the replacement or repair costs plus applicable taxes and to have your account adjusted accordingly.

**Contract Term** \_\_\_\_\_ **month/s**

\* Please be advised that this contract is subject to change.

**Date** \_\_\_\_\_

**Service Requested:** \_\_\_\_\_

**Client Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_