



## STANDARD TERMS AND CONDITIONS

Please read the following terms and conditions carefully. If you have any questions, feel free to contact us at sales@nutectrotel.com. All references to "service" shall mean "Internet access service" only unless otherwise specified. The term "Company" shall always refer to Town of Viking Internet Service.

1. **Internet Access Service:** The Company undertakes to provide the subscriber with Internet access service.
2. **Service Availability Warning:** The Company does not guarantee uninterrupted service. The availability of the Internet access 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 contract, 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.
3. **Payments:**
  - a. **Installation:** Payment is due on completion of equipment installation and initialization of the Internet service. The Company requires that a deposit be paid, or a lease contract approved prior to installation of any system that is outside the scope of the "Basic" installation package. Please refer to the download page of our website [www.nutectrotel.com](http://www.nutectrotel.com) for full details. The deposit will be fully refunded to the customer and this agreement canceled without further obligations by either party if service cannot be installed within 120 days. Balance of payment is due upon completion of installation and provisioning of service.
  - b. **Internet Service:** On initiation of service, the Subscriber will be billed for (1) service from the date service is commenced to the first day of the next month, (2) the first full month's service. Thereafter, service charges will be billed monthly at the beginning of each month of service. All service payments must be made by direct debit or by Visa or Mastercard, unless service is a business account and prior arrangements have been made. Payment is due in full upon billing. Accounts are considered active until canceled by the Subscriber. All credit cards will be charged automatically for each billing period. Billing/invoice statements will be sent via e-mail. NSF cheques will be assessed a \$40.00 handling fee. A service charge of 1.5% per month will be charged on all past due amounts. If your account is referred to collection, purchaser agrees to pay any collection costs incurred including reasonable attorney's fees, filing fees and court costs.
4. **Change in Terms:** The Company reserves the right to change the terms and conditions as required to conform to changes in Government Regulations, such action to be taken only in so far as such changes in regulations affect this contract.
5. **Applicable Law:** You agree that this service is governed by the laws of Alberta. You agree that Camrose, Alberta in which the registered office of the Company is located shall be the forum for any legal action relating to the services provided.
6. **No Redistribution:** You are not permitted to resell or redistribute your Internet connection to other parties without prior written consent. A violation of this term will result in the immediate termination of your account. Hospitality service operators, such as hotels, resorts, clubs, marinas, etc. may provide temporary Internet access to their on-premises paying customers and guests, subject to the overall bandwidth limitations of the service plan herein provided.
7. **Subscriber Responsibility:** The Subscriber is responsible for
  - a. Creating their own back-up copy of any important or critical information that they may have stored on their system or on the Company server.
  - b. Establishing, maintaining, modifying and protecting your Subscriber name and password.
  - c. Ensuring that battery backup is available to your radios, routers, etc. during power outages; otherwise your Internet connection will not be available during a power outage.
  - 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 your failure to protect Company equipment in a prudent manner.
  - e. Providing adequate virus and spyware protection to the subscriber's system.
8. **Illegal or Inappropriate Use of the Service:**
  - a. Any Internet activity, which references back to the Company or its services in a damaging manner, will result in suspension or termination of account(s). Illegal Internet activity using or referencing to the Company or an account or services provided by the Company will result in immediate termination, possible prosecution, and assessment of legal fees accrued.
  - b. Subscribers are responsible for the content of messages sent from their account, whether sent as mail or as electronic postings.
  - c. Subscribers shall not use their account to create or distribute any images, sounds, messages or other material, which are or may be

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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. Subscribers 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 or corporations, no matter where they are located, unless specifically authorized to do so by the owners of or persons having control over such information.
  - e. Subscribers shall not attempt to decrypt any encrypted material unless authorized to do so.
  - f. The use of your account to send out any bulk and or unsolicited e-mail, commercial or otherwise (spamming), is strictly prohibited. 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 of your account, at the sole discretion of the Company. If you violate this spamming policy, you will be assessed the following fines and penalties, which you hereby agree to pay:
    - i. First offense: \$100.00
    - ii. Second offense: \$500.00 and automatic termination of your account.
  - g. The posting of any advertisement or other commercial solicitation to any newsgroup is prohibited. Posting to any 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.
  - h. 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.
  - i. A violation of any term in this section will result in the immediate termination of your service.
9. **Remedies and Penalties:** The actions the Company takes may include account suspension or termination. The Company does not issue any credits for accounts canceled due to breach by the subscriber of any term or condition of this contract. 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, you shall be held liable for any and all costs incurred by the Company as a result of your violation of any terms and conditions of this Agreement. This includes, but is not limited to, attorney's' fees and costs resulting from Postmaster 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 Postmaster 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 \$1 per complaint received. These rates are subject to change at any time without notification.
10. **Common Use Policy:** The Subscriber agrees that the personnel of the Company and its sub-contractors (together recognized as the "Service Providers") will be allowed at their sole discretion to install, upgrade, repair and maintain the radio transmission equipment (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. always Allow the Service Provider to access outdoor Equipment .
  - 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.
11. **Effective Date:** This Agreement is effective upon the date it is executed by both parties, whether 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, you are still responsible for any charges on your account.
12. **Termination:** If at any time during the term of this contract you fail to abide by all or any of the terms and conditions in this agreement the Company reserves the right to immediately cancel your account. The contract may be terminated at any time for default in payment but fees for the remaining contracted period are due in full. In the event you want to cancel the Service, you must notify the Company in writing, no later than thirty (30) days prior to such cancellation, provided that such cancellation shall

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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 in accordance with the Company's policies.

13. **Renewal:** All contracts other than a seasonal contract will be automatically renewed at the expiry of the term for a further term of the same length unless canceled in writing by the subscriber. Notice of cancellation in respect of contracts having a term of 12 months or longer must be received by the Company no later than 30 days prior to expiry of the term. Month to month contracts will be effectively canceled at the end of the month term occurring next after 30 days after receipt of notice of cancellation. The Company reserves the right to refuse to renew this contract upon the expiry of any term or renewal term and the right to renew a contract on altered terms on notice in writing to the subscriber delivered no later than 15 days prior to expiry of the 12-month term.
14. **Equipment:** Except for towers sold to the customer as specified herein. All equipment supplied on customer premises by the Company to provision the Service remains the property of the Company or its agents. Any equipment belonging to the Company that is not returned upon termination of service will be billed to the subscriber at full acquisition cost.
15. **Prior Agreements Void:** 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 all orders submitted.
16. Internet access speed depends on location, usage within the home network, internet traffic, applicable network management and server configurations. Speed and signal strength may vary with your configuration, internet traffic, environmental conditions, applicable network management or other factors.
17. **Warranty:** In providing Internet access 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.
18. **Binding Agreement:** This agreement shall be binding upon the successors and assigns or, as the case may be, the heirs and personal representatives, of the Company and the Subscriber.

The undersigned subscriber acknowledges that the terms and conditions of this contract as set out above and on the reverse side of this document have been read and are understood and agreed to.

I hereby authorize Array Business Solutions or its agent to install equipment and provide services as requested. I acknowledge that all Contracts are subject to final site survey; at which time a final decision of service availability and installation price will be made.

Subscriber's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Company Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_