

## **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 [support@cottagecountry.net](mailto:support@cottagecountry.net).

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 "Cottage Country Internet" shall at all times refer to Cottage Country Internet.
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 Cottage Country Internet. 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 Cottage Country Internet 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 and 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.
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 to changes in Government Regulations.
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 unauthorized use thereof, whether intentional or unintentional.
10. **Acceptable Use Policy (“AUP”)**: Cottage Country Internet is committed to being a responsible network citizen. To assist Cottage Country Internet 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 Cottage Country Internet Support at [support@cottagecountry.net](mailto:support@cottagecountry.net).
- 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 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.
  - 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 Cottage Country Internet 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, Cottage Country Internet 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, Cottage Country Internet 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 anytime 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, Cottage Country Internet 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 [www.cottagecountry.net](http://www.cottagecountry.net).
14. **Common Use Policy:** The Cottage Country Internet Broadband network is engineered where all users have the potential to provide or receive service to/from other Cottage Country Internet 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 their 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:
- provide space sufficient to install the Equipment on its buildings, structures or towers ( the "Facilities")
  - 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
  - allow the Service Provider to access outdoor Equipment at all times
  - 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
  - provide reasonable care and protection for the Equipment
  - 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 Cottage Country Internet immediately at [support@cottagecountry.net](mailto:support@cottagecountry.net) if any Equipment is lost, stolen or destroyed (including, but not limited to vandalism, fire, and lightning). The Subscriber is responsible to reimburse Cottage Country Internet 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 charges to its account.

**Cancellation Policy:**

- a) **All accounts that are no longer under contract:** Cancellations and/or changes are processed on the last day of the month only. Notification for any cancellations and/or changes must be received no later than the 12th of the month to process. If notice is received after the 12th of the month, the cancellation and/or change will be processed the following month. Notification is to be given via phone, fax, or email to the billing department by the 12th of the month.
- b) **All accounts under contract:** Cancellations and/or changes are processed on the last day of the month only. Notification for any cancellations and/or changes must be received no later than the 1st of the month to process. If notice is received after the 1st of the month, the cancellation and/or change will be processed the following month. Notification is to be given via phone, fax, or email to the billing department by the 1st of the month. All accounts currently under contract will be subject to an early termination fee consisting of:

(i)- The client will be billed the difference in balance of a discounted installation from the regular pricing (if applicable)

(ii)The client will be billed up to six (6) months of regular priced service

c) **Equipment:**

Upon termination of the Customer's Contract or upon the Customer's default, the Customer shall, at its own expense, deliver the Equipment to the Company at such place as the Company may designate in writing. The Equipment shall be delivered to the Company in good order and repair except that ordinary wear and tear shall be accepted. If the Equipment is returned but incomplete, the Customer shall be fully liable to the Company for the value of the unreturned components as determined by the Company. If the Equipment is not delivered to the Company within 30 days of termination, the customer will be charged a fee of \$149.00 for non-returned equipment. The customer also has the option to request the Company remove the equipment, at its own expense, for a fee of \$99.00

**17. Renewal:** All Agreements will be automatically renewed at the expiry of the term for a further term of the same length unless cancelled in writing by the subscriber. Notice of cancellation in respect of Agreements having a term of one (1) months or longer must be received by Cottage Country Internet no later than 30 days prior to expiry of the term. The Company reserves the right to refuse to renew this Agreement upon the expiry of any term or renewal term thereof and reserves the right to renew this Agreement on altered terms on notice in writing to the Subscriber delivered no later than 7 days prior to expiry of the term or renewal thereof.

**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 deemed to have been purchased by the Subscriber at the original cost to the Company and payment thereof 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:** Cottage Country Internet's 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. Cottage Country Internet 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 Cottage Country Internet be liable for any failure to comply with this Agreement if such failure results from any condition or event beyond the reasonable control of Cottage Country Internet, 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.