

# End User License Agreement

BETWEEN:

**WATERLOO WIRELESS INC.**

(Hereafter referred to as "WATERLOO WIRELESS")

OF THE FIRST PART

- AND -

**The End User**

(Hereafter referred to as the "Customer")

OF THE SECOND PART

**WHEREAS:**

**WATERLOO WIRELESS** may have the ability to provide Wireless Internet connectivity to the **Customer**.

## **1. Restrictions and Liabilities:**

Both parties agree that the following conditions of business will apply:

- a) All hardware and software provided by WATERLOO WIRELESS remains the property of WATERLOO WIRELESS/MEGAWIRE, excluding any hardware purchased directly by the Customer for use on the system. In no manner does the Customer have any right to tamper, modify or replicate the configuration in any form, or to duplicate a similar hardware/software configuration to be used in place of the WATERLOO WIRELESS units.
- b) The Customer cannot redirect, resell or share the service in any way beyond their direct use, established at the time of setup, unless WATERLOO WIRELESS provides written permission.
- c) WATERLOO WIRELESS is not responsible for any illegal transaction, activity, download or upload generated to or from the Customer, directly or indirectly. Neither is WATERLOO WIRELESS responsible for any other form of soliciting done to or from the Customer. The WATERLOO WIRELESS network is solely a means of directing requests from and to the Customer's system.
- d) WATERLOO WIRELESS is not responsible for any cyber-attack, cyber breach, or data breach that the Customer may experience while using the services provided by WATERLOO WIRELESS
- e) WATERLOO WIRELESS has the exclusive right to open any hardware provided by WATERLOO WIRELESS or to allow an authorized person assigned by WATERLOO WIRELESS to open and modify any components.
- f) WATERLOO WIRELESS will sustain the network to the best of their ability and will repair or replace any defective systems as quickly as possible.
- g) WATERLOO WIRELESS is not responsible for any down time experienced by the Customer or for any possible loss of communication time. WATERLOO WIRELESS will make any necessary repairs within four (4) business days of notification.
- h) WATERLOO WIRELESS is not responsible for any monetary liability due to possible down time, be it real or perceived.
- i) WATERLOO WIRELESS is neither responsible nor holds liability for customer routers. This includes but is not limited to routers purchased through WATERLOO WIRELESS.
- j) If the network structure is inoperative for longer than 48 hours during regular business hours, WATERLOO WIRELESS will compensate the Customer for the failure directly/solely related to the WATERLOO WIRELESS equipment, provided a written request for compensation is received within 48 hours of service restoration. This monetary compensation is limited to the prorated daily amount of the Customer's regular monthly fee.
- k) WATERLOO WIRELESS is not liable in any form for loss or damages due to the failure of the equipment beyond the replacement of a WATERLOO WIRELESS unit.
- l) WATERLOO WIRELESS is not liable for any failure or delay due to causes of *force majeure*, including without limitation, fires, floods, storms, earthquakes, diseases, pandemics, civil disturbances, or labour matters. If WATERLOO WIRELESS is delayed or prevented from performing its obligations under this Agreement for a period of thirty (30) consecutive days, the Customer shall have the immediate right to terminate this Agreement at the end of such thirty (30) consecutive-day period.
- m) If a Customer requests a service call regarding possible service interruption and any problem is found to be the fault of the WATERLOO WIRELESS equipment, the problem will be resolved at no charge to the Customer within the one (1) year manufacturer warranty. However, if it is found that the fault lies outside the WATERLOO WIRELESS hardware, (de-marker point) a charge of \$95 per call will be charged to the Customer, per incident; i.e., weather-related incidents. This rate may change and will be governed solely by WATERLOO WIRELESS.
- n) Any equipment purchased by or for the Customer is not considered the property of WATERLOO WIRELESS. This includes the items used to connect to the wireless system, purchased by the Customer, regardless of who provided it. Warranty of the items is governed by the manufacturer and not by WATERLOO WIRELESS. Any equipment purchased by the Customer for the use of the service remains the property of the Customer.

o) WATERLOO WIRELESS will inform the Customer of any unscheduled servicing on the system which may interfere with performance, if the system will be down for longer than one hour. Unless the service is considered urgent by WATERLOO WIRELESS, no notice of unscheduled servicing shall be required.

p) WATERLOO WIRELESS may install protection system(s) from their equipment but is not responsible in any way whatsoever for any potential or actual corruption of or spamming to the Customer's system. The Customer is responsible for taking any steps necessary to protect their files. Both parties acknowledge that systems are still vulnerable despite the use of the best protection systems available.

q) The Customer may not use the Services for anything other than the Customer's own personal use. The Customer may not resell the Services, receive any charge or benefit for the use of the Services or provide Internet access or any other feature of the Services to any third party. The Customer may not share or transfer their Services without the express consent of WATERLOO WIRELESS.

## **2. Charges for Services:**

The following is a list of charges agreed to by both parties for the use of WATERLOO WIRELESS services, excluding any applicable taxes:

a) WATERLOO WIRELESS will invoice the Customer in the following manner: monthly, in advance, with payment terms of "Due on Receipt/Net Ten (10) Days" from the date of each invoice.

b) Any late payment will incur a penalty of \$5 for monthly services of \$74.99 or less, \$10 for monthly services of \$75 to \$99.99, and \$15 for monthly services of \$100 and above; interest at the rate of 1.9% per month (compounding) may be charged, at the sole discretion of WATERLOO WIRELESS.

c) In the event that the Customer falls delinquent in their payment, WATERLOO WIRELESS has the right to disable and/or terminate service without giving any notice to the Customer. A re-connection fee of \$30 will apply to resume service following payment in full of any outstanding balance.

d) An activation fee of \$99 will be charged if WATERLOO WIRELESS equipment is currently on the new Customer's property.

e) An installation fee of \$189.99 will be charged and must be paid by the Customer upon completion of the installation by the technician if WATERLOO WIRELESS has to install equipment for the Customer.

f) The Customer is able to suspend service for a fee of \$10 per month, for a minimum of four (4) months to a maximum of six (6) months, in order to avoid any re-activation fees.

## ***Residential and Business Packages***

Prices will be displayed on advertised material with applicable promotions and time frames.

For special promotions that require a term commitment (e.g. twelve (12) months or longer), any cancellation within the term of the agreement will result in the immediate charge of the remaining term of the contract, pro-rated from the date of cancellation to the expiration date of the contract.

Charges will be reviewed on a regular basis. Any changes in the pricing structure will be provided to the Customer, in writing, thirty (30) days prior to implementation of any rate change (for monthly packages and installation rates only).

Any changes in the different package speeds will be made available to the Customer as soon as they can be implemented, with the applicable related cost being applied.

If the Customer does not want to accept any new pricing structure, the service may be terminated upon notification in writing within fifteen (15) days of receipt of notice of the change.

## **3. Miscellaneous:**

a) All hosted clients (i.e. domain hosting accounts) are responsible to ensure that they have a copy of their website and email prior to the cancellation date as WATERLOO WIRELESS will not perform backups prior to removal.

b) If any term of this Agreement shall be held to be illegal, invalid or unenforceable by the court of competent jurisdiction, the remaining terms shall remain in full force and effect.

c) This Agreement shall be governed by and considered in accordance with the laws of the Province of Ontario. Each party hereby succumbs to the jurisdiction of the Courts of the Province of Ontario and agrees not to oppose any action brought in Ontario on the basis that the Courts of Ontario do not provide an appropriate commercial forum for same.

d) If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees.

## **4. Referral Program:**

a) A referral fee of one (1) month credit of Service (to a maximum of \$70, inclusive of tax) may be issued to the Customer who referred WATERLOO WIRELESS to a new Customer, subject to terms and conditions.

b) The referring Customer will only receive the referral fee once the new Customer has been successfully activated.

c) Payment will be made by cheque to the Customer within thirty (30) days following successful activation.

d) In the case of any dispute between the parties, WATERLOO WIRELESS reserves the right to terminate the program for the Customer and refuse to issue a referral fee.

**\* This End User License Agreement is considered part of the complete Service Agreement between WATERLOO WIRELESS and the Customer. WATERLOO WIRELESS reserves the right to change this Agreement at any time without notice.**

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**Acknowledgement:**

I have read this **End User License Agreement** and agree to the terms and conditions.

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Name

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Signature

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Date