



# Columbia Wireless Inc Service Agreement

Box 269, Nelson, B.C. V1L 5P9 Phone: (250) 505 4041 Fax: (250) 448 6340

This agreement is dated

MM/DD/YYYY

Between:

**Columbia Wireless Inc**  
(hereinafter referred to as the "Company")

-and-

\_\_\_\_\_  
(hereinafter referred to as the "Customer")

\_\_\_\_\_  
(Contact name)

Account Number: \_\_\_\_\_

Drivers License: # \_\_\_\_\_

Customer is a:  Home Owner  Home Renter

Payment received: Cash / Cheque / VISA / MC

Payment set to:  Automatic  Manual

This account is set to UBB:  Yes  No

Total received: \$ \_\_\_\_\_

IN WITNESS WHEREOF the parties hereto have affixed their names the day and year first above written. By signing below the Customer acknowledges that they have read and understood the Customer contracts front and back pages. The Customer confirms that the work has been completed to their satisfaction and they have a working Internet connection.

Authorized Representative of Columbia Wireless:

\_\_\_\_\_  
Customer or Authorized Representative:

Customer has allowed and provided entry point for Columbia Wireless Installation (5/16" Drill Hole) \_\_\_\_\_

Install Notes:

## LENGTH OF CONTRACT

The Customer hereby agrees to purchase and the Company agrees to provide High Speed Wireless Internet service (hereinafter referred to as the "Service").

The Customer agrees that if the Contract is terminated by the Customer prior to the end of the Contract, the Customer agrees to provide 1 month's notice of cancellation, and pay a fee equal to three month's subscription for early cancellation. The Customer agrees this contract has a length of 1 year, and may be renewed for continuous 1 year terms unless the Customer notifies the Company before the start of another term.

The Customer agrees that the service will be connected at least 6 months out of the year. If the customer wishes to disconnect service for a duration more than 6 months of the year the customer agrees to pay the difference equalling 6 months of service for that year.

The Customer agrees that the Service will be terminated by the Company for any of the following reasons:

Non Payment.

Illegal Activity.

Activity which disrupts the Service.

Activity which affects the Company's equipment.

Altering or relocating the Company's equipment.

Permit, sell or share the Service to third party non-subscriber.

The Company reserves the right to refuse and/or terminate service to anyone or any entity for any reason at its sole discretion with or without notice or refund.

## CUSTOMER'S INTERNET SERVICE PLAN (circle one)

<b>Warp 2.5</b> 2.5 Mbps Down 2 Mbps Up 75 GB/month ICT <b>\$65.00 + Tax</b>	<b>Warp 3.0</b> 3 Mbps Down 2 Mbps Up 150 GB/month ICT <b>\$75.00 + Tax</b>	<b>Warp 5.0</b> 5 Mbps Down 2 Mbps Up 250 GB/month ICT <b>\$85.00 + Tax</b>
<b>Warp 10</b> 10 Mbps Down 3 Mbps Up 350 GB/month ICT <b>\$95.00 + Tax</b>	<b>Warp 15</b> 15 Mbps Down 5 Mbps Up 500 GB/month ICT <b>\$105.00 + Tax</b>	more to come!

The Customer requests the following Service plan for Internet Connection Traffic (ICT). This monthly fee also includes the leasing of installed equipment. The specified ICT amount below refers to the combined upload and download usage.

\*Taxes are not included.

If the customer goes over their monthly ICT, their speed will be throttled down. At this point the customer can either upgrade to the next package level and have their speeds restored, or give us permission to charge them all overages at **\$1.50 per GB** and have their speeds restored.

**Email will not be abused by sending large volumes of broadcast email.** The Customer understands that the included plan is **200 MB** of email storage.

**\*Please Note\* All equipment installed remains the property of Columbia Wireless Inc. The customer is simply leasing the equipment from the Company**



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## EQUIPMENT OWNERSHIP

The Customer agrees that all the equipment will remain the property of the Company unless provided otherwise herein. The Company may at its option, provide you with new or reconditioned equipment. The Customer shall not move the equipment or repair, adjust, or otherwise tamper with the equipment without the express written consent of the Company. The Customer agrees therefore not to sell, transfer, lease or assign any interest in or mortgage or encumber all or any part of the equipment provided by the Company. The Customer hereby agrees to pay the Company the full cost of repair and/or replacement of any lost, stolen, unreturned, damaged, sold, encumbered, or assigned equipment plus all labour lost.

## INSTALLATION

The installation fee includes installation of our radio equipment, mounting hardware, administration costs and up to 100 ft of cable from the radio to the computer or router. Typical mounting will be onto the side of the building. Additional fees may apply for more difficult installs that require more than two hours. Installation height of the dish is limited to the installers tallest ladder. (~20feet) **The customer is responsible for providing the entry hole into the building.**

## RE-CONNECT FEE

In the event that the Customer's Internet Service is disconnected due to non-payment or a pre-planned vacation for a month or more **but not longer than six months**, the Customer agrees to pay a multiple of \$5.00 per month they were away when they want the service re-activated. If there has been no re-activation after six months, Columbia Wireless Inc will remove the dish and radio. If Columbia Wireless Inc has removed the dish and radio and the Customer wishes to re-connect their service, the Customer agrees to pay any and all outstanding balance they may have with Columbia Wireless Inc and also pay \$150 for re-installation of service.

## INTERRUPTION OF SERVICE

The Company is committed to providing the Customer with high quality service 24 hours per day. However, the Company does not guarantee uninterrupted service and does not guarantee error-free service. Services are subject to transmission limitations or interruption caused by atmospheric, topographical, radio frequency, and other conditions. Therefore actual Customer speeds are up to the advertised speeds for every package. Services may be limited in some areas where coverage is not available or may be temporarily limited or interrupted due to system capacity limitations and system repairs or modifications. Interruptions may also result from non-payment by the Customer as provided herein. The Customer agrees that the Company is not responsible to the Customer compensation for service problems not within the control of the Company.

## SECURITY

Displaying, distributing, or promoting offensive material is strictly prohibited and may result in termination of Internet service. Illegal activities will be immediately reported to the appropriate authorities. The Customer understands that it is recommended that they implement an employee usage guideline. The Company is not responsible for content the Customer or any person using the Service may encounter on the Internet. The Customer acknowledges that when accessing the Internet, there are certain applications that are designed to allow other users to gain unauthorized access to your PC. It is your sole responsibility to take appropriate precautions to protect your computer from damage to its software, files or data as a result of any unauthorized access, virus or other harmful feature or activity. The Customer acknowledges that the Company is not required to perform system backups on any of the Customer's data, e-mails, or web space. Except as otherwise set forth herein the Company will not provide historical data to any party for any reason, regarding any system or Internet activity.

## ACCESS TO THE PREMISES

The Customer agrees to provide the employees, agents, contractors, and representatives of Columbia Wireless access at all reasonable times to the premises to install, maintain, inspect, repair and remove the equipment. If the Customer is not the owner of the premises, upon request, you will supply the Company with the owner's name and address, evidence that you are authorized to grant access to the premises on the owners behalf, and (if needed) written consent to access the premises from the owner. Upon termination of this Agreement for any reason, the Customer agrees that they will grant the Company access to the premises to remove the equipment or, at the request of the Company, you will deliver the equipment to the Company.

## PAYMENT

The installation fee is due immediately after installation and is NON-REFUNDABLE. All monthly service fees will be paid through the following means: online banking, pre-authorized direct withdrawal from chequing or VISA or MasterCard account, or mail in a cheque. Post-dated cheques are not accepted. Fees for service over and above basic installation will be charged at an hourly rate to be determined at the time of sale. This includes but is not limited to: networking, configuration, customization, and/or repair at the Customer's Point of Presence. Products not included with the Service will be charged to the customer at the time of sale in addition to the basic installation and the Service. This includes but is not limited to: additional email POP accounts, domain name registration, PC sales and hardware, and additional networking equipment required.

Discounts and promotional considerations will be awarded on an ad-hoc basis. The Company reserves the right to negotiate, alter, or discontinue discounts and/or promotions as deemed necessary or appropriate by the Company or the Company's agents. Changes to fees for service will be recorded and initialed by both parties and included with this document.

## LIMITATION OF LIABILITY

The Customer hereby requests that the Company install any and all equipment and/or software required to receive the Service. In allowing the Company or its technicians to enter the Customer's premises, and by the signing of this form, the Customer agrees that they do hereby release the Company of the following:

Any claims, liabilities, losses, direct or indirect damages, whatsoever related to the Customer's use of the Service provided by the Company. The Customer agrees this will include, but not be limited to any damages, loss of profits, business loss, loss of expected savings, loss or damage to the Customer's hardware, software, files, or data, or any other direct or indirect loss of the Customer.

## AGREEMENT TO BE BINDING ON CUSTOMER AND COMPANY

The customer acknowledges that it has read and understands this agreement and that it includes limitations of liability. The Customer and Company agree to be bound by the terms and conditions of this agreement. This agreement shall be binding upon the heirs, executors, administrators, and assigns of the parties hereto.

*Thank you  
for choosing  
Columbia Wireless!*