



Columbia Wireless Inc Service Agreement

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

Terms and Conditions

USE OF THE SERVICE CONSTITUTES ACCEPTANCE

By affirmation of this agreement OR by using Columbia Wireless Inc Internet Service, you will be deemed to have agreed to be bound by the terms and conditions of this Agreement. If you do not agree with the terms and conditions of this Agreement, you must immediately stop using Columbia Wireless Inc's Internet Service and notify Columbia Wireless Inc customer support that you are terminating this agreement.

EQUIPMENT OWNERSHIP

The Customer agrees that all the equipment will remain the property of Columbia Wireless Inc unless provided otherwise herein. Columbia Wireless Inc 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 Columbia Wireless Inc. 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 Columbia Wireless Inc. The Customer hereby agrees to pay Columbia Wireless Inc 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 free installation 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

Columbia Wireless Inc is committed to providing the Customer with high quality service 24 hours per day. However, Columbia Wireless Inc 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 Columbia Wireless Inc is not responsible to the Customer compensation for service problems not within the control of Columbia Wireless Inc.

REFUND POLICY

All transactions completed thru Columbia Wireless Inc payment gateways, monetary and otherwise, are non-exchangeable, non-refundable and non-reversible, except if customer leaves our service with a credit on their account, in which event the customer agrees that the customer shall only be entitled to a refund of the amount minus any outstanding charges. Refunds may take up to 60 days before refund is issued.

In the event of refund to the customer for any reason, the amount will be refunded to the customer on the credit card/debit card/bank account that was paid. No cash refunds will be made.

Our billing system is automated, if you have any other billing inquiries please send us an email to support@columbiawireless.ca

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. Columbia Wireless Inc 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 Columbia Wireless Inc 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 Columbia Wireless Inc 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 Columbia Wireless Inc 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 Columbia Wireless Inc access to the premises to remove the equipment or, at the request of Columbia Wireless Inc, you will deliver the equipment to Columbia Wireless Inc.

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.

Customer agrees to pay a \$25 reconnection/reinstatement charge for each occurrence in which Columbia Wireless Inc has restored service after suspending service for non-payment. Customer agrees to pay a \$45 per incident service charge for any cheque that fails to clear the customer financial institution. Customer agrees that Columbia Wireless Inc may use all legal remedies available to report and collect obligations due to Columbia Wireless Inc under this agreement and customer agrees to pay Columbia Wireless Inc all reasonable costs for such collection service such as, but not limited to: collection agencies, court costs and attorney fees.

PRIVACY POLICY

Information collected by Columbia Wireless Inc from it's customers will not be given to any third parties. Columbia Wireless Inc will keep information as needed to help with support issues and so that we can contact you as needed regarding the status of your account. We will not sell, or knowingly share your contact information or any other information with anyone else, unless required to do so by authorized law enforcement officials or a accredited collection agency.



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LIMITATION OF LIABILITY

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

Any claims, liabilities, losses, direct or indirect damages, whatsoever related to the Customer's use of the Service provided by Columbia Wireless Inc. 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.

FORCE MAJEURE

Neither party shall be liable or responsible to the other party for any delay, damage, loss, failure or inability to perform caused by "force majeure". The term "force majeure," as used in this Agreement, shall include the following: an act of God, strike, act of a public enemy, war, mines or other items of ordinance, blockage, public rioting, lightning, fire, storm, hurricane, flood, explosions, inability to obtain materials, supplies, labor permits, servitude, or rights of way, acts or restraints of any governmental authority, epidemics, pandemics, landslides, lightning storms, earthquakes, washouts, arrests, restraints of rulers and people, civil disturbances, explosions, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment, and any other cause, whether of the kinds specifically enumerated above or otherwise, which is not reasonably within the control of the parties and which by the exercise of due diligence could not reasonably be prevented or overcome. Events reasonably within the control of the party having the difficulty shall not constitute "force majeure" and shall be remedied with the exercise of due diligence.

CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

AGREEMENT TO BE BINDING ON CUSTOMER AND COLUMBIA WIRELESS INC

The customer acknowledges that it has read and understands this agreement and that it includes limitations of liability. The Customer and Columbia Wireless Inc 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.

CANCELATION POLICY

The Subscriber may terminate the Agreement by giving 4 weeks notice to Columbia Wireless Inc. Upon cancellation or temporary suspension of the Services, the Subscriber's account will be active until the last day of the month notice was given (the "Termination Date"). No refunds or credit will be given for any partial use of the Services during the last month of cancellation.

If you fail to notify us of cancellation as stated above, you will be responsible for all access fees until the date of cancellation, whether or not the service was used.

**Thank you
for supporting
local business!**