

User Full Name (print) \_\_\_\_\_

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

Street Address: \_\_\_\_\_

City/Town/Pcode: \_\_\_\_\_

CTVOC Employee: \_\_\_\_\_

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

Credit Card No: \_\_\_\_\_

User Signature: \_\_\_\_\_

Revised: July 20, 2005

**Terms of Service and changes to Terms of Service**

1. Cable TV of Camrose Inc. (CTVOC) will provide the user named above with access to the CTVOC Cable-Lynx High-Speed Internet Service on these Terms. In these Terms, we refer to the user as "you." By using the Cable-Lynx Service, you accept these Terms.
2. CTVOC may change these Terms (including its charges for the Cable-Lynx Service) from time to time. If you do not accept the changes, you must immediately terminate the Cable-Lynx Service by sending a notice under paragraph 24.
3. You agree that notice of any change in these Terms may be given by posting on the CTVOC website and no separate notice will be sent by ordinary mail. You are responsible to monitor the web site from time to time for the current Terms. CTVOC recognizes that you may not access the web site every day; therefore changes do not take effect until 10 days after the change is posted on the CTVOC web site.
4. In addition to these Terms, CTVOC has also adopted an Acceptable Use Policy (AUP), which governs your use of the Cable-Lynx Service and may in fact, limit your use of the Cable-Lynx Service. A copy of the AUP may be viewed at [www.cable-lynx.net](http://www.cable-lynx.net). The terms of the AUP may also change from time to time and you are responsible to monitor for the most current terms, which are posted on the Cable-Lynx website.
5. At any time you may request a printed copy of the current Cable-Lynx Internet Access terms of the Cable-Lynx AUP.

**Service, Allowances and Charges for Exceeding Allowances**

6. The Cable-Lynx Service is a means of access and connection to the Internet via cable, cable modem and your computer ("Computer") provided to residential customers. CTVOC only provides support for a single computer connected directly to the cable modem. Any use of signal 'sharing' devices and/or software such as a hub, router or proxy software may be used but will not be supported by CTVOC support staff.
7. The Service includes three (3) e-mail accounts and a monthly allowance of five (5) megabytes of web storage space. One (1) Gigabyte of upstream data transfer and five (5) Gigabytes of downstream transfer. Any allowance not used in any month may not be carried forward.
8. CTVOC will charge you for any use exceeding the monthly allowance at the rate set by CTVOC from time to time. (See paragraph 13.)

**Equipment Provided by CTVOC**

9. CTVOC will provide a cable outlet, a cable modem, Internet software (if required), a dedicated host name, initial connectivity to the Internet and technical assistance in configuring TCP/IP software (collectively the "Equipment") as part of the monthly connection fee. If you ask CTVOC to return and reinstall the Internet software, initial connectivity to the Internet, and/or configure TCP/IP software, CTVOC may charge a reinstatement fee.
10. You are responsible for any additional equipment required to obtain the Cable-Lynx Service.
11. You are responsible for providing an Ethernet card that complies with the Cable-Lynx Service specifications. CTVOC is only responsible for installing the cable outlet and cable modem.

**Charges for Cable-Lynx Service including Additional Charges**

12. CTVOC will charge monthly in advance for the Cable-Lynx Service commencing on the first day of each and every month after installation until you or CTVOC terminate the Cable-Lynx Service.
13. If you exceed the monthly allowance in paragraph 7, you are subject to an additional charge. The current monthly additional charge is \$10 per 1 GB of downstream data transfer and \$4 per 100MB of upstream data transfer.
14. CTVOC may change the Cable-Lynx Service charges at any time. Current charges for the Cable-Lynx Service are posted on the Cable-Lynx website.
15. If you request other equipment, such as a cable modem, or other services available from CTVOC, CTVOC shall be entitled to charge for such upgrades or other services at their published rate as provided by CTVOC.
16. CTVOC may require a non-interest bearing deposit on some accounts.

**Access to User's Premises**

17. You authorize CTVOC, its servants, agents, employees, contractors and representatives to enter your premises in order to install, maintain, inspect, repair or remove the Equipment. Access to your premises will be at a mutually convenient time to CTVOC and you.

**Permitted use of the Cable-Lynx Service**

18. You agree to use the Equipment and the Cable-Lynx Service only as permitted by law and following CTVOC's Acceptable Use Policies. The AUP will be posted from time to time on the Cable-Lynx website.

**Prohibited Use of the Cable-Lynx Service**

19. You agree not to use equipment or Services and you further agree not to permit or allow use of the Equipment or Service, directly or indirectly to:
  - (a) Infringe another person's privacy; post, transmit, distribute or disseminate content which is unlawful, threatening, abusive, libelous, slanderous, defamatory or otherwise offensive or objectionable; post, transmit or disseminate objectionable information including without limitation any transmissions consisting or encourage conduct that would constitute a criminal offense or give rise to civil liability or otherwise violate any municipal, federal or international law, order or regulation;
  - (b) Copy, distribute or sublicense any software provided by CTVOC, except that you may make one copy of each software program for backup or archival purposes only;
  - (c) Alter, modify, tamper with, or relocate the Equipment and or Services without prior notification to CTVOC in order to permit CTVOC to relocate the Equipment for you within your premises;
  - (d) Restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Equipment, Services or the Internet, including without limitation, posting or transmitting of any information or software which contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature; or generating levels of traffic sufficient to impede others ability to send or retrieve information; (e.g. pin flooding another users IP address);
  - (e) Disrupt CTVOC's backbone network nodes or network services;
  - (f) Provide unauthorized and unsolicited commercial email (SPAM)
  - (g) Run World Wide Web, FTP or other servers from your premises;
  - (h) Resell CTVOC Internet Services and/or resell Internet services using CTVOC's primary service.

**File Sharing Programs**

20. Programs such as KAZAA and other file-sharing programs effectively turn your PC into a server and may greatly increase upstream and downstream traffic from and to your PC. Use of these programs may cause you to exceed your traffic allowances resulting in additional charges. Overuse of these programs may also constitute abuse of the Cable-Lynx Service and lead to termination.

### **Change of Residence**

21. If you move to a new address within the geographical area served by CTVOC, you must notify CTVOC of the change in address. CTVOC's Rights
22. CTVOC has no obligation to monitor the Cable-Lynx Service content. However, you acknowledge and agree that CTVOC has the right to monitor content electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental requirement, to operate the Cable-Lynx Service properly, or to protect itself or its subscribers. CTVOC reserves the right to refuse to post, or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of these Terms.

### **CTVOC's Retention of Rights**

23. Nothing in these Terms shall be construed to limit CTVOC's recourse against any User for any act or omission of you in connection with the Cable-Lynx Service in breach of these terms, at law, and/or the usage of policies set by CTVOC from time to time.

### **Termination**

24. Termination Rights - Either party may terminate Cable-Lynx Service at any time upon providing the other party with phone or written notice.
25. User's Obligation Upon Termination - You agree that upon termination of Cable-Lynx Service:
  - (a) You will pay to CTVOC for your use of the Equipment and Services up to the later of the effective date of termination of Cable-Lynx Service or the date upon which the Cable-Lynx Service and Equipment have been disconnected and returned to CTVOC.
  - (b) You will return all Equipment to CTVOC including Cable Modem and matching power supply as well as any software provided by CTVOC. You will return or destroy all copies of any software provided by CTVOC including all backup copies.

### **No Warranty**

26. ALL EQUIPMENT AND SERVICES ARE PROVIDED BY CTVOC "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND.
27. CTVOC DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE EQUIPMENT OR SERVICES.
28. CTVOC DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY, OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME.
29. ALL REPRESENTATIONS, WARRANTIES, ENDORSEMENTS AND CONDITIONS OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT AND ANY IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR PURPOSE AND MERCHANTABILITY QUALITY AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY EXCLUDED.

### **Back-up Requirements**

30. The installation, use, inspection, maintenance, repair and removal of the Equipment may result in service outages or potential damage to your Computer. You agree to back-up all existing computer files by copying them to another storage medium prior to installation of the Equipment. CTVOC shall have no liability whatsoever for any damage to, or loss, or destruction of your software, files or data.

### **Ownership/Damages Re: Equipment**

31. All Equipment, (except that purchased and paid for in full by you), will at all times remain the property of CTVOC. You may not sell, transfer, lease or assign any interest in, mortgage or encumber all or any part of the Equipment to any third party. You shall pay for the full retail cost of the repair or replacement of any lost, stolen, unreturned, damaged, mortgaged, sold, transferred, leased, encumbered or assigned Equipment or part thereof, together with any costs incurred by CTVOC in obtaining or attempting to obtain possession of any such Equipment, up to a maximum of \$900.00 plus applicable taxes. You hereby authorize CTVOC to charge your VISA, Mastercard, other credit card or other payment method authorized by you for any outstanding Service and Equipment charges due to CTVOC.

### **No Liability for Content**

32. There is content on the Internet that may be offensive to some Users, or which may not be in compliance with local laws, regulations or rules. CTVOC assumes no responsibility for, and exercises no control over the content contained on the Internet and other on-line Services, CTVOC does not censor the legality or acceptability of such content. All content accessed through the Cable-Lynx Service is accessed and used by you at your sole risk.

### **Limitation of Liability**

33. CTVOC is not liable to you or to any third party for:
  - (a) Any direct, indirect, incidental, special, punitive or consequential losses or damages, including loss of profits, loss of earnings, loss of business opportunities and personal injuries (including death), resulting directly or indirectly out of, or otherwise arising in connection with, the use of the Cable-Lynx Service by you or any other user of the Equipment or the Cable-Lynx Service, including, with out limitation, any damage resulting from or arising out of your reliance on or use of the Equipment or the Cable-Lynx Service, or the mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, transmission, or any failure of performance of the Equipment or the Cable-Lynx Service; and
  - (b) Any losses, claims, damages, expenses, liabilities or costs (including legal fees) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, damage suit or other proceeding based upon a contention that the use of the Equipment or Cable-Lynx Service by you or a third party infringes the copyright, patent, trademark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights or contractual rights of any third party.
34. This limitation applies to all acts, omission, or gross negligence of CTVOC, its officers, employees, agents, contractors or representatives, which, but for this provision, would give rise to a cause of action against CTVOC in contract, tort or any other legal doctrine.
35. Your sole and exclusive remedies are as expressly set out in these Terms.
36. In the event of any breach by CTVOC, its affiliates or its agents, including any breach of fundamental term or negligence, your exclusive remedy is to receive from CTVOC payment for actual and direct damages to a maximum amount equal to the fees paid by the Customer to CTVOC in the past three months.

### **General**

37. These Terms shall be exclusively governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.
38. These Terms replace all prior written or verbal Terms regarding the Cable-Lynx Service.
39. If any Terms are found to be unenforceable, the enforceable portion shall be construed in accordance with the applicable law as nearly as possible to reflect the original intentions of the party and the remainder of the provisions shall remain in full force and effect. CTVOC's failure to insist upon or enforce strict performance of any provisions of these Terms shall not be construed as a waiver of any provision or right.
40. You acknowledge that you have read (or have been advised to read) these Terms, you fully understand the Terms and you agree to abide by these Terms.

### **How to Contact CTVOC**

41. For any inquiries or notices required in connection with these Terms, you may contact CTVOC by e-mail at [accounts@cable-lynx.net](mailto:accounts@cable-lynx.net); by telephone at 780-672-8839, or by mail to the attention System Administrator c/o Cable TV of Camrose Inc. 4910-46 Street, Camrose Alberta T4V 1H1
42. For current Service Terms and charges, please visit the Cable-Lynx website [www.cable-lynx.net](http://www.cable-lynx.net)