



Phone # 705 432 8468
Fax # 705 432 2086
service@ruralwave.ca

Terms and Conditions

Ruralwave TERMS AND CONDITIONS

WE THANK YOU FOR YOUR INTEREST IN THIS RURALWAVE WIRELESS AND THE WIRELESS SERVICE AND INTERNET ACCESS (THE SERVICE). PLEASE READ THESE TERMS AND CONDITIONS OF USE (THE "TERMS AND CONDITIONS") CAREFULLY BEFORE USING THE RURALWAVE WIRELESS OR THE SERVICE. BY USING THE RURALWAVE WIRELESS AND/OR THE SERVICE, YOU AGREE TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS SET OUT BELOW. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS, PLEASE DO NOT USE THE RURALWAVE WIRELESS OR THE SERVICE. WE RESERVE THE RIGHT, AT OUR SOLE DISCRETION, TO MODIFY THE TERMS AND CONDITIONS AT ANY TIME, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING OF THE MODIFIED TERMS AND CONDITIONS. YOU AGREE TO REVIEW THE TERMS AND CONDITIONS PERIODICALLY TO BE AWARE OF SUCH MODIFICATIONS AND YOUR CONTINUED USE OF THE RURALWAVE WIRELESS AND/OR THE SERVICES SHALL BE DEEMED YOUR DECISIVE ACCEPTANCE OF THE MODIFIED TERMS AND CONDITIONS.

1. The Service and Use of the Service

1.1 Access to the Service and Passwords You are responsible for making sure your devices are compatible with the Service. The Service is subject to unavailability, suspension, or interruption for various reasons including but not limited to issues associated with operation and maintenance of the Service or due to limitations in your device. Use of the Service is regulated by valid Passwords issued by Ruralwave or authentication by your home service carrier when roaming. Users may receive/purchase Passwords from Ruralwave or Ruralwave authorized resellers. The Password is only valid for a specified time at specified locations, therefore it is important to keep your Password secure. You should notify Ruralwave, your appropriate reseller or retail establishment immediately upon discovering any unauthorized use of your Password.

Security. Public wireless access systems use radio signals to transmit voice and data information over a network. While Ruralwave may use security system technology, there is no guarantee of privacy and you should have no expectation of privacy from third parties when transmitting information through the Service. If you decide to use security software in your device such as personal firewalls or encryption, Ruralwave assumes no responsibility for its operation or effectiveness. Ruralwave has no obligation to, and does not and cannot review, every item of material or information that you and users other than yourself make available through the Service and Ruralwave is not responsible for any of this



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material or information. You agree that Ruralwave has the right to monitor the Service electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request or to assist in the pursuit of any legal action against you or other end users; operate the Service properly; ensure or enforce compliance with these Terms and Conditions. Ruralwave also reserves the right to monitor, delete and/or refuse to transmit, move, or edit any material or information, in whole or in part, without notice to you, that it deems in its sole discretion, unacceptable, undesirable or in violation of any law. Without limiting the generality of the foregoing, Ruralwave reserves the right to restrict or prohibit the sending of unsolicited bulk or commercial messages or the sending of numerous copies of the same or substantially similar messages. You may not use the Service or any content, material, or information found through the use of the Service to engage in any harmful activity, including without limitation violation of any applicable laws or regulations, or infringement of intellectual property rights. Using the Service for high volume or commercial use such as reselling the Service or advertising is prohibited. You are prohibited from sharing the Service with another party, or using any automatic method to avoid inactivity disconnect or to otherwise maintain a connection unless you are actively using the connection.

You shall not upload to, distribute any material or information of any kind that is libelous, defamatory, obscene, pornographic, abusive, or otherwise violates any law or infringes or violates any rights of any other person or entity, or contains a solicitation of funds, advertising, or a solicitation for goods or services. You will be solely responsible for the content of any material or information that you make available through the Service. You will also be liable for any loss or damage resulting, directly or indirectly, from your making any material or information available through the Service.

You may not impersonate any person or falsely misrepresent your affiliation with any person or entity. Ruralwave assumes no responsibility for any claims resulting from your use of the Service for any reason, including but not limited to the possibility of your contracting computer viruses or accessing Internet information and content that is offensive, inaccurate, or inappropriate.

You hereby grant to Ruralwave a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, distribute, display, transmit and sublicense any and all information submitted by you (including derivative works thereof) to the Ruralwave Wireless or to Ruralwave' websites and/or to incorporate it in other works regardless of form, medium or technology.

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such sites and information. Ruralwave makes no claim and hereby disclaims all liability in relation to unwanted links or references to any such objectionable material. You agree that it is your responsibility to review and evaluate any such content, and that any and all risk associated with the use of, or reliance on, such content rests with you. You further agree that Ruralwave shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, any such content. Ruralwave does not maintain the materials that can be accessed from linked sites and Ruralwave is not responsible for the contents thereof. Any reference to a linked site or any specific third party product or service by name does not constitute or imply its endorsement by Ruralwave, and you assume all risk with respect to its use.

Rights in Ruralwave Wireless and Content

2.1 The Ruralwave Wireless and all content provided on the Ruralwave Wireless is protected by copyright, trade-mark, and other applicable intellectual property and proprietary rights laws, and is owned, controlled, and/or licensed by Ruralwave and/or its affiliates and related companies. Nothing contained on the Ruralwave Wireless should be considered as granting, by implication, or otherwise, any license or right to use any trade-marks, logos, or other names, including, but not limited to, those identifying Ruralwave and/or its affiliates and related companies or their respective products and services displayed on the Ruralwave Wireless, without the expressed written consent of Ruralwave or such third party that may own such trade-marks, logos and other names displayed on the Ruralwave Wireless. No information or material from the Ruralwave Wireless may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way whatsoever except that you may download one copy of the materials on any single computer, for your personal, non-commercial home use only, provided you keep intact all copyright and proprietary notices. You agree that you do not acquire any ownership rights in any downloaded content. You agree to abide by all copyright notices, information and restrictions contained in any content on the Ruralwave Wireless and any content accessed through the Ruralwave Wireless. You are hereby advised that Ruralwave will aggressively enforce its intellectual property rights to the fullest extent permitted by law.

Disclaimer of Warranty.

Ruralwave WIRELESS IS PROVIDED AS A SERVICE ONLY. THE SERVICE AND THE Ruralwave WIRELESS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Ruralwave DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Ruralwave, ITS AFFILIATES AND ITS



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RELATED COMPANIES DISCLAIM ALL WARRANTIES WITH REGARD TO THE SERVICE, THE Ruralwave WIRELESS AND THE CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICE, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICE, THE Ruralwave WIRELESS AND THE CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICE IS WITH YOU. Ruralwave, ITS AFFILIATES AND ITS RELATED COMPANIES DO NOT WARRANT THAT THE SERVICE. YOU EXPRESSLY AGREE THAT USE OF THE Ruralwave WIRELESS IS AT YOUR SOLE RISK. NO ADVICE OR INFORMATION GIVEN BY Ruralwave OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. NEITHER Ruralwave NOR ITS AFFILIATES NOR ITS RELATED COMPANIES, AND NONE OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS AND AGENTS MAKES ANY REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, TIMELINESS, RELIABILITY, TRUTHFULNESS OR COMPLETENESS OF THE SERVICE, THE Ruralwave WIRELESS OR THE CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICE, INCLUDING, BUT NOT LIMITED TO, THE CONTENTS OF ANY CONTENT, INFORMATION, MATERIAL, OR POSTING FOUND ON THE Ruralwave WIRELESS, ANY SERVICES PROVIDED THROUGH THE Ruralwave WIRELESS, OR ANY LINKS TO OTHER SITES MADE AVAILABLE THROUGH THE SERVICE OR THE CONTENT CONTAINED ON SUCH SITE(S), OR AS TO THE CONTINUOUS OR ERROR FREE USE AND OPERATION OF THE INTERNET OR THE Ruralwave WIRELESS OR THE SERVICE.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION AND FUNDAMENTAL BREACH SHALL Ruralwave OR ITS AFFILIATES OR ITS RELATED COMPANIES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS AND AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY LOSS THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE Ruralwave WIRELESS, THE SERVICE, ANY CONTENT, INFORMATION, MATERIAL, OR POSTINGS ON THE Ruralwave WIRELESS, DIRECTLY OR INDIRECTLY, OR THE TRANSMISSION OF CONFIDENTIAL OR SENSITIVE INFORMATION OVER THE INTERNET. THESE LIMITATIONS APPLY REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO



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KNOW, OR IN FACT KNEW OF THE POSSIBILITY OF SUCH DAMAGES. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NEITHER Ruralwave NOR ITS AFFILIATES NOR ITS RELATED COMPANIES, NOR EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS AND AGENTS SHALL BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER, INCLUDING YOU.

Indemnification

5.1 To the maximum extent permitted by applicable law, you will defend, indemnify and hold harmless Ruralwave, its affiliates and its related companies, and each of their respective directors, officers, employees, consultants and agents from and against all claims, liability, and expenses, including all legal fees and costs, arising out of: (i) your breach of any provision of these Terms and Conditions; or (ii) your use of the Ruralwave Wireless and the Service, the content contained in the Ruralwave Wireless and the placement or transmission of any information or other materials on the Ruralwave Wireless or through the Service made by you or others using your account. You agree to promptly notify Ruralwave immediately after you become aware of any unauthorized use of your account and to take such reasonable steps as are necessary to prevent any reoccurrence of such event. Ruralwave reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You will co-operate as fully as reasonably required in the defense of any claim.

Recourse/Termination of Service

If you are dissatisfied with the Ruralwave Wireless, the Service or with these Terms and Conditions, your sole and exclusive remedy is to discontinue using the Ruralwave Wireless and the Service. In such an event, you agree to destroy all materials obtained by you on the Ruralwave Wireless and any and all other Ruralwave ' website(s) and all copies thereof. These Terms and Conditions shall survive any such termination. Ruralwave reserves the right in its sole discretion to terminate your access to the Ruralwave Wireless and/or the Service at any time with or without notice.

Miscellaneous Terms

Any disputes arising hereunder shall be governed exclusively by the laws of the province of Ontario and the laws of Canada applicable therein, without giving effect to their conflict of laws principles. You expressly consent to the exclusive forum, jurisdiction, and venue of the courts of Ontario and/or the Federal Court of Canada in Ontario, or any other judicial district or jurisdiction as Ruralwave may determine in any and all actions, disputes, or controversies relating hereto. These Terms and Conditions and any rules, any Wireless Service Agreement you may have with Ruralwave, policies, guidelines or other agreements posted



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on the Ruralwave Wireless by Ruralwave constitute the entire agreement between Ruralwave and you with respect to your use of the Ruralwave Wireless and the Service. No waiver by either Ruralwave or you of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If any provisions contained herein shall be determined to be void, invalid, or otherwise enforceable by a court of competent jurisdiction, such termination shall not affect the remaining provisions contained herein. These Terms and Conditions will inure to the benefit of Ruralwave ' successors, assigns and licensees. The parties have required that the Terms and Conditions and all documents relating thereto be drawn up in English.

Privacy Policy

Ruralwave has created a Privacy Policy in order to demonstrate our firm commitment to privacy. The following discloses our information gathering and dissemination practices for this Ruralwave Wireless. Please see our policy as posted on our website at www.ruralwave.ca

Public Forums and Security

This site may make chat rooms, forums, message boards and/or newsgroups available to its users. Please remember that any information that is disclosed in these areas becomes public information and you should exercise caution when deciding to disclose your personal information. This site has reasonable security measures in place to protect against the loss, misuse and be intercepted by third parties. Ruralwave or any of its affiliated companies within the Ruralwave group of companies assume no liability for interception, alteration or misuse of information transmitted over the Internet.

Children's Guidelines

The Ruralwave Wireless in its entirety is not expressly marketed or directed towards children, but may contain particular products or services that appeal to children. It is possible for children to publicly post or distribute personally identifiable contact information without prior parental consent within chat rooms, forums, message boards, and/or newsgroups. No communication, however, will be sent to anyone or information collected from anyone who indicates that they are younger than 16 years old without their parents' permission.

Customer Service: Service Level Agreements

Below is the response time to service issues and service calls. Unless otherwise agreed to in a separate contract.

Residential packages are subject to the best effort to service outages or customer service inquires.



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If you were in need of emergency service such as business banking or working from home, Ruralwave would suggest that you upgrade to the BIZ service packages.

Business Packages provides *next business day repair or emergency service to the customer.*

Industrial Packages provides a same day repair where available

Installation warranty and equipment installation agreements Warranty is no longer valid if the equipment is moved or changed in anyway with out the use of a certified Ruralwave service tech. All non-warranty service calls are susceptible to a service call fee of \$55/hr bill to your next invoice. It is expected that when our installations are booked that the Ruralwave Installer or service tech has permission to drill into your home in the agreed locations for the equipment radio mounts and cable runs. Ruralwave will seal the locations as required with silicone or similar sealant. Ruralwave is not responsible for holes or damages due to future issues resulting from the installation. **IT IS UP TO THE HOME OWNER TO CONFIRM WITH THE SERVICE TECH PRIOR TO INSTALL START ALL HOLES AND CABLE ROUTING.**

Lightening, High Winds, and other acts of GOD are not covered under Warranty. It is up to the home owner to surge protect the equipment on the home and Ruralwave is not liability for any damages as result of the equipment install or any items or work the Ruralwave Service Tech performs.

Term of Service The service contract duration is 2 (two) or 3 (three) years from the date of agreement and will automatically extended 1 (one) year at the payment of the final invoice of the 2 (two) or 3 (three) year term. Termination of the agreement before the end of the 2 (two) or 3 (three) year period is subject to a termination fee of the remaining service package fees or \$150.00 which ever is greater. The fee will be billed upon early termination of the contract.

Installation Deposit (if required) If a installation Deposit is provided it is non-refundable.

Warranty of Ruralwave installations offers a 30 day money back guarantee on all install fees but is not applicable to the \$99 activation fee and any non refundable tower work or mounting equipment completed. The services used up to the 30 day warranty are not refundable (ie service plan fees).

END OF DOCUMENT