

Internet Service Agreement

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Internet Service Agreement

Overview

7th Gen Technologies provides Internet services to customers and must therefore manage these Services responsibly to maintain confidentiality, integrity, and availability.

The purpose of this policy is to establish a service agreement between you, the customer, and 7th Gen Technologies by outlining the duties and responsibilities of each party.

Policy Statement

Definitions

- a. Point of Demarcation – The Optical Network Terminal (ONT) as further defined in Section 13
- b. Service - The 7th Gen Technologies Lite, Medium, Extreme, Business, or Corporate Internet Service Package further defined in Section 3;
- c. Service Provider - 7th Gen Technologies wholly owned and operated by the Mohawks of the Bay of Quinte.

General

1. By using the services provided by the Service Provider you are deemed to have accepted the terms of this Internet Service Agreement and all documents related to this Agreement. If you do not accept the terms outlined in this Internet Service Agreement, your sole recourse is to cancel the Service (and terminate this Internet Service Agreement) upon the payment of any outstanding Service Fees (Section 6). Your use of the Service will be taken as consent to comply with and use the Service in accordance with the Acceptable Use Policy, and any such other policies, practices and agreements.
2. The Service Provider's failure to enforce strict performance of any provision of this Service Agreement shall not be construed as a waiver of any provision or right. You agree that if any portion of this Agreement is held invalid or unenforceable, the remaining portions will remain in full force and effect.

The Service

3. The following is a general description of the Service features provided by the Service Provider, which service features are subject to change in accordance with Section 16:
 - a. an Internet connection
 - b. depending on the particular Service offering available to and selected by you:
 - i. Unlimited bandwidth usage; or
 - ii. Bandwidth usage with a limit on the combined download and upload bandwidth activity identified to you prior to placing an order with the Service Provider. An additional charge will apply for bandwidth activity that exceeds the limit above in which is your responsibility to monitor and manage your monthly download and upload bandwidth activity.
 - c. depending on the particular Service offering available to and selected by you:
 - i. 1 dynamic IP address
 - ii. 1 Static IP address

The Service is only available for use on the Tyendinaga Mohawk Territory and surrounding areas where technology permits. A maximum of two (2) Service connections per residential address is permitted unless the address is deemed a multi-residential dwelling by the Service Provider. The Service Provider reserves the right

Internet Service Agreement

to deem the Service unavailable to you and assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of the Service in your geographical area.

Your Account

4. You are solely responsible for all access to the Service through your Account including any breach of the Service Agreement, by you or any user of your Account. The Service Provider will not assume any responsibility for any individual who uses your Account with or without your knowledge or consent.
5. Account and password protection shall be your responsibility. Any detriment that is caused to the network as a result of a failure to properly secure your computer system may result in the Termination of the Service as per Section 12.

Billing

6. Service Fees are due and payable in full on or before the date indicated on your bill. These fees include but are not limited to your monthly Service Fees, Installation Fees, System Maintenance Fees, Late Payment Fees (Section 7), Initial Commitment Fees (Section 8), and Administrative Fees (Section 10.) You agree to pay all such Service Fees and have the option to pay by:
 - a. Mailed cheque to the address listed on your bill;
 - b. Pre-authorized payment;
 - c. Online banking; or
 - d. Payment at most financial institutions by whatever means deemed acceptable at such institution.
7. A late payment charge at the rate of 3% per month (42.58% per annum); will be applied from the bill date when payment has not been received by the Service Provider before the following bill date.
8. The Term of this agreement includes an initial commitment period of 12, 24, or 36 months, if any, as selected by you (your "Initial Service Period",) and continues on a month-to-month basis until your Service is cancelled (Section 11) or terminated (Section 12).
9. If the Service is cancelled during the Initial Service Period, or if the Service Provider terminates for your breach of this Service Agreement, you shall pay to the Service Provider an additional amount identified to you upon signing up for the Service. This Amount is not to exceed \$20 multiplied by the number of months remaining in the Initial Service Period.
10. The Service Provider may bill you for administrative charges including collection efforts due to non-payment; returned or rejected payments; or reactivation of Services. It is your responsibility to ensure that the billing information that you provide to the Service Provider remains current at all times. If it is discovered that Service Provider cannot access your funds to get paid for the Service provided, the Service Provider will be entitled to terminate the Agreement or suspend the Service.

Cancellation

11. The Service may be cancelled by you by calling the Service Provider at (613)827-4817 during regular business hours. If you cancel your Service, your charges will not be pro-rated for the billing period in which you cancel, and your Account will be terminated thirty (30) days from the date of notice of cancellation to the Service Provider. Your Account will be charged any fees applicable in Section 6 for that 30-day termination period.

Termination

Internet Service Agreement

12. The Service Provider, in its sole discretion, may terminate this Service Agreement upon thirty (30) days' notice, or suspend the Service at any time upon notice to you and may charge additional service fees, if:
 - a. The operations of the Service is impaired by the use of your Account;
 - b. Any amount is past due from you to the Service Provider; or
 - c. There has been or is a breach of any term or condition of this Service Agreement or of any document or policy forming part thereof (including without limitation the Acceptable Use Policy), by you or any other user.

Termination of this Service Agreement or suspension of your Account and Service shall not relieve you from any Service Fees owed to the Service Provider.

The Equipment

13. An Optical Network Terminal (ONT) and an Uninterruptible Power Supply (UPS) are required for use of the Service. The Service Provider reserves the right to remotely monitor and/or update the ONT and will be allowed access, upon 72 hours' notice, to the ONT and UPS in and around customer dwellings to install and/or replace equipment, replace batteries, check connections, and perform any other maintenance required for the proper functioning of the equipment. It is your responsibility to obtain the required permission from the authorized owner of the building. The Service Provider will not be responsible for any claims, damages, losses or expenses, including without limitation lost wages/revenues, missed work or any loss of data during an installation or maintenance appointment by either by the Service Provider or by any third party installer.
14. The ONT, UPS, IP Address, Email Address and any other hardware, or software delivered to you will always remain the property of the Service Provider. As such, you must return all of the above within fifteen (15) days of:
 - a. the Service being cancelled;
 - b. the non-activation of the Service; or
 - c. The Service Provider's request for return of the equipment

In the event that such materials are not in good repair and working order upon their return (subject to reasonable wear and tear) you will be charged the cost incurred to repair or replace such materials. This obligation will survive the expiration or termination of this Service Agreement.

15. IP addresses may change each time you use the Service, or any time at the discretion of the Service Provider without prior notice to you. The Service Provider assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to any change in IP address, email address or host name.

Changes and Amendments

16. The Service Provider may modify the Service, this Service Agreement, including any other document that forms part thereof, at any time, with or without your consent or authorization. The Service Provider will give you thirty (30) days' notice of any amendment or change by posting notice of any changes at www.7thgentech.com/legal, and by using any other notice method that will likely come to your attention.
17. The Service Provider may, in its sole discretion and without your consent, migrate you to other networks and platforms or change its suppliers, as and when it becomes necessary. You agree that any such migration or change does not constitute amendment or material change to this Service Agreement or to the Service.

Liability

Internet Service Agreement

18. The Service Provider does not warrant:
 - a. the performance;
 - b. availability;
 - c. uninterrupted or error free use of the Service;
 - d. that any data or files sent by or to you will be transmitted in uncorrupted form;
 - e. that any data or files sent by or to you will be transmitted in a reasonable period of time;
 - f. that such data or files will not be intercepted;
 - g. that other persons will not gain access to your Account the Service, your computer equipment; or,
 - h. that any content or other material accessible through the Service is free of viruses or other harmful components.
19. 7TH GEN TECHNOLOGY MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NONINFRINGEMENT, OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SERVICE, HARDWARE, SOFTWARE OR ANY OTHER SERVICES OR DELIVERABLES PROVIDED OR RECOMMENDED HEREUNDER, OR ANY MERCHANDISE, INFORMATION, CONTENT OR SERVICE PROVIDED ON THE INTERNET, AND ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED.
20. In no event shall the Service Provider be liable for any failure to comply with this Service Agreement if such failure results from any condition or event beyond the reasonable control of the Service Provider, including, but not limited to, terrorism, hacking, security breach, fire, flood, earthquake, any other elements of nature or acts of God, theft, riot, strike or other labour disturbance, power failure or war.
21. Under no circumstances shall the Service Provider, its affiliates or its agents be liable to you or any third party for:
 - a. any direct, indirect, special, exemplary, punitive or consequential damages, including, without limitation, loss of profits and loss of business opportunities that result in any way from this Service Agreement, including the use of the Service or access to the Internet, or any part thereof, by you or any other person through your Account, or your reliance on or use of information, services or merchandise provided on or through the Service, or that result from mistakes, omissions, interruptions, deletion or corruption of files, errors, defects, delays in preparations, or transmission, or failure of performance, or any losses or expenses (including legal fees) arising out of, or in connection with any allegation, claim, suit or other proceeding based upon a contention that the use of the Service by you or a third party through your Account infringes the intellectual property rights or contractual rights of any third party;
 - b. defamation or copyright infringement arising from material transmitted or received over the Service Provider's or its affiliates' facilities; or
 - c. infringement of patents arising from combining or using customer-provided facilities with the Service Provider's or its affiliates' facilities.

Privacy

22. Your personal information will be protected by the Service Provider in a manner consistent with 7th Gen Technologies' Privacy Policies. Unless you provide express consent, your information will not be disclosed by the Service Provider to anyone other than

Internet Service Agreement

- a. you;
- b. A person acting as your agent or representative;
- c. An agent retained by the Service Provider to collect your account, provided the information is required for, and is to be used only for that purpose; or
- d. A public authority or agent of a public authority, if in the reasonable judgment of the Service Provider, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information.

You will be deemed to have given your express consent when any of the following occur:

- e. You provide written consent;
 - f. Oral confirmation that is verified; and
 - g. The Service Provider receives electronic confirmation via the Internet.
23. By ordering the Service and/or agreeing to this Service Agreement, you expressly authorize and consent to the Service Provider reporting any late payment or non-payment of any Service Fees by you to credit grantors or credit reporting agencies.

Limitation on Technical Support

24. Questions and problems arising from the installation, operation and use of software and hardware, other than in relation to the basic connectivity to the Service from the Point of Demarcation are outside the scope of the Service Providers Technical Support.

Links

25. For up to date information see the following links to the Service Providers Website:
- a. Current Rates and Fees
www.7thGenTech.com/packages
 - b. 7th Gen Technologies' Privacy Policies, Internet Service Agreement, Acceptable use Policy
www.7thgentech.com/legal