



Billing Address

Company / Name:		
Account Contact Name:		Phone:
Address:		Fax:
City/Town:	Postal Code:	Email:
Site Address (Check if same as above <input type="checkbox"/>)		
Site Contact Name:		
Address:		Phone:
City/Town:	Postal Code:	Fax:

2.4Ghz Wireless Service	900Mhz Wireless Service
Installation (Standard): \$150	Installation (Standard): \$249
<input type="checkbox"/> Basic \$34.99 per month	
<input type="checkbox"/> Faster \$44.99 per month	<input type="checkbox"/> Faster \$44.99 per month

Available Options	List emails requested @maskcom.ca (5 included free)	
<input checked="" type="checkbox"/> Wireless Radio rental \$9.99 per month	Email@maskcom.ca	Password
<input type="checkbox"/> Additional email addresses \$1 per month		
Servers: smtp1.maskcom.ca, pop1.maskcom.ca		

Payment Options	
<input type="checkbox"/> Visa <input type="checkbox"/> Mastercard	
Credit Card Number:	Expiry Date:
Name on Credit Card:	
<input type="checkbox"/> Pre-Authorized Payment from Bank Account (Attach/fax a copy of a void cheque)	
I authorize Maskcom.ca on a monthly basis to debit the amount due from my Credit Card or Bank Account	
Payment Authorization Signature:	Date:

I have read and agree to the Terms and Conditions on Pages 2 and 3 of this form. Early Termination subject to fee as per Terms and Conditions	
Service Agreement Signature:	Date:

Maskcom.ca's service plans offer shared network access and are configured to accommodate the stated speeds. As in any best effort network, speeds cannot be guaranteed. Maskcom.ca will offer technical support in the event a subscriber is experiencing difficulty with their service plan. Should it be determined that the problem was due to the subscribers actions rather than those of Maskcom.ca, an appropriate service charge will be billed to the customer's account.

Thank-You for choosing Maskcom.ca Internet Service (the "Service").



Agreement: This agreement is between you the undersigned subscriber of the Service, and Maskcom.ca. By creating an account with and using the Service, you agree to be bound by these Terms and Conditions and our Acceptable Use Policy (available at <http://www.maskcom.ca/aup.html>) (the "Agreement"). This Agreement may be changed by Maskcom.ca at any time. Prices are guaranteed for an initial 12 month period only. Any changes to this Agreement will be posted on the Maskcom.ca Website. If you disagree with the changes you accept that your sole and exclusive remedy is to stop using the Service and notify Maskcom.ca that you are terminating the Agreement. Your continued use of the Service after changes to the Agreement acknowledges your acceptance of the changed Agreement.

Service: Maskcom.ca cannot guarantee upload or download speeds. The speed will vary depending on location, weather, wiring, internet traffic, content of a particular website, as well as overall performance and configuration of your computer.

Installation: Only Maskcom.ca installers may install the equipment. You are responsible for all costs due to the inside and outside wiring and mounting of the system. Should service be unavailable at your location, your account will be charged \$50 which will be applied to your first bill when service becomes available. Maskcom.ca, its agents, employees, representatives, or contractors have no liability for any damage to or loss or destruction of any of your hardware, software, files or data. It is your responsibility to backup all existing files. This document allows access to Maskcom.ca's range of service plans. To achieve proper connectivity to our network a subscriber must have the required equipment and a system professionally installed and meeting minimum system signal levels as determined by Maskcom.ca. The ability to achieve those levels and the required site service is solely the responsibility of the subscriber.

Radio Use and Responsibility: In order to receive the Service it will be necessary for you to lease an approved transceiver (CPE) from Maskcom.ca. The Customer is responsible for the safety and security of the wireless equipment. Should leased equipment be stolen or damaged, the customer will be required to pay for applicable equipment replacement and installation costs beyond that of "normal" wear and tear. The Customer is advised not to move or tamper with the Service and equipment once the installation is completed. Line-of-sight to the signal transmitters (towers or relays) must be maintained. Your CPE contains certain components and software, which are proprietary to Maskcom.ca and/or its vendors. You agree that you will not try to reverse-engineer, decompile or disassemble any software or hardware contained within your wireless equipment. Such actions are strictly prohibited and may result in the termination of your Services and/or legal action. Maskcom.ca warrants that your wireless equipment leased from us is free of defects in material and workmanship for the term of your contract. Maskcom.ca reserves the right to void a warranty and/or make reasonable changes for repair of a unit if the warranty seal is broken or the unit displays evidence of misuse, abuse, or tampering. Normal time frame for replacement is 7 days from the time it is resolved defective.

Term: This Agreement is effective as of the date your account is created with Maskcom.ca and the Service is activated. The minimum initial term is 12 months. After which time has passed you will be renewed automatically on a month to month basis.

Cancellation: If you would like to cancel before the end of your contract term you will be charged an Early Termination Fee. The Early Termination Fee is the remainder of the Term (the monthly fee for your selected Service plan times the number of months remaining) or a \$100 Early Termination Fee, whichever is the lesser amount. After the initial 12 month term one month's notice will be required for cancellation. Requests for cancellation will not be processed unless the request is received by Maskcom.ca in writing. If these Terms and Conditions are not followed Maskcom.ca has the right to terminate the Service without notice and without any liability whatsoever.

Changes: Any changes you request to your Service are subject to a \$15.00 processing fee, including email changes and service level changes. The fee will not apply to your first change in any 2 month period.

Seasonal Hold: Requests for seasonal hold must be received by Maskcom.ca in writing and can be requested once per calendar year of your contract. Service will be charged at a rate of \$5/month during hold period (plus radio rental fee of \$9.99). Reactivations are subject to a \$25 fee. Service will automatically be reactivated and billed six months after the hold is requested. Period of time service is on hold will be added to contract end date to complete minimum 12 month



Maskcom.ca

Wireless internet application form

Maskcom.ca
1178 Mask Road
Killaloe, ON, K0J2A0
Phone:757-0640 Fax:757-0626

contract term. Minimum of two business days may be required to reactivate service.

Payment: First and last months service are payable on installation. Regular monthly fees are payable when due. You must provide Maskcom.ca with accurate and complete billing information, as well as the location in which the Service has been installed. If your account is past due it is subject to a late payment fee. Delinquent accounts may be suspended or canceled at the sole discretion of Maskcom.ca, however your monthly service charges will continue until your account has been canceled. A suspended account is subject to a \$50 reactivation fee. A minimum period of 1-2 business days required to reactivate suspended accounts. Payments returned from the bank or credit card company for insufficient funds are subject to a \$30.00 service charge. Prices are subject to change without notice.

Required Equipment: You certify that the computer you are using meets the minimum requirements, and if not it is your responsibility to upgrade it so it meets the requirements or Maskcom.ca will not provide technical support.

Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the province of Ontario. You irrevocably submit to the jurisdiction of the courts of the province of Ontario, and irrevocably waive any objection at any time to the venue or convenience of forum of any suit, action or proceeding arising out of this Agreement brought in any such court.

Entire Agreement: This Agreement together with the Acceptable Use Policy set forth the entire understanding of the Parties with respect to the subject matter of this Agreement and supersede all prior agreements or understandings pertaining to the subject matter hereof.

Disclaimer of Warranties, Liability and Responsibility. You expressly agree that use of the service is at your sole risk. Neither we nor any of our information or content providers, service providers, licensors, employees, or agents warrant that the service will be uninterrupted or error-free; nor do we or any of our information or content providers, service providers, licensors, employees, or agents make any warranty as to the results to be obtained from use of the service, including any minimum upload or download speeds. The service is distributed on an "as-is" and "as-available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title or implied warranties of merchantability or fitness for a particular purpose or otherwise, except for those warranties, if any, which are implied by, and incapable of, exclusion, restriction or modification under the laws applicable to this subscriber agreement. In particular, because we may provide service subscribers with electronic access to the content available on the service, which content may be originated by independent publishers and/or providers and which content is not augmented by ourselves, we cannot and do not warrant the accuracy of any of the information as originated by said independent publishers and/or providers, and we shall not be liable in any manner whatsoever for any errors, omissions, or inaccuracies relating thereto. If defective, you – not ourselves, our dealers, distributors, agents, employees, or any third-party content provider – assume the consequences resulting therefrom. No oral or written information or advice given by ourselves, our dealers, distributors, agents, employees, or any third-party content provider shall create any warranty in or to the maskcom.ca service or the content, and you may not rely on any such information or advice. This warranty gives you specific legal rights.