

ISR: 

S K Y W A Y

Please Fax to: 1-877-327-8448

**Office Use Only**Account: SAN: PIN: **Reseller & Installer Information:**

Reseller Name: Mask Communications Inc.

Target Install Date: 

Reseller ID: K0J531

Phone Number: 613-757-0640

Installer Name: Danny Mask

Fax Number: 613-757-0626

**Subscriber/Billing Address Information:**Company/Customer Name: Account Contact Name: Address: Phone Number: City: Fax Number: Province: Postal Code: E-Mail Address: **Site Address Information:**Address: Site Contact Name: City: Phone Number: Province: Postal Code: Fax Number: 

HN9000 Service	24 Month Term	36 Month Term	Dish Size:	Transmitter:
SkyWay	<input type="checkbox"/> 59.99 per month	<input type="checkbox"/> 59.99 per month	<input type="checkbox"/> 0.74m <input type="checkbox"/> 0.98m	<input type="checkbox"/> 1 Watt
SkyWay Pro	<input type="checkbox"/> 89.99 per month	<input type="checkbox"/> 89.99 per month		<input type="checkbox"/> 2 Watt
SkyWay Pro +	<input type="checkbox"/> 129.99 per month	<input type="checkbox"/> 129.99 per month		
SkyWay Office	COMING SOON	COMING SOON		<b>Satellite:</b>
SkyWay Business	COMING SOON	COMING SOON		SPACEWAY

**Available Options:**

Additional 5 Static IP's (Commercial Service Only)	<input type="checkbox"/> 49.99 per month
Annual Industry Canada License and Administration Fee (Annual Fee)	<input checked="" type="checkbox"/> 75.00 per year
System Access Fee (One Time Fee) Skyway, Skyway Pro, SkyWay Pro+	<input checked="" type="checkbox"/> 49.95 one time fee
System Access Fee (One Time Fee) SkyWay Office, SkyWay Business	<input checked="" type="checkbox"/> 149.95 one time fee

**Payment Options:**

Credit Card (Visa, MasterCard, American Express)	
Credit Card Number: <input type="text"/>	Expiry Date: <input type="text"/>
Name on Credit Card: <input type="text"/>	
Pre-Authorized Payment from Bank Account (Attach/fax a copy of a void cheque)	
I authorize Galaxy Broadband on a monthly basis to debit the amount due from my Credit Card or Pre-Authorized Payment	
Payment Authorization Signature: <input type="text"/>	Date: <input type="text"/>

I have read and agree to the Terms and Conditions on Page 2 of this form. Early Termination subject to fee as per Terms and Conditions.

Service Agreement Signature: Date: 

GALAXY'S SkyWay service plans offer shared network access and are configured to accommodate the stated speeds. As in any best effort network speeds cannot be guaranteed. Galaxy Broadband will offer technical support in the event a subscriber is experiencing difficulty with their service plan. Should it be determined, as a result of our troubleshooting process that the problem is "site" related, the site service is the responsibility of the reseller from which the end user purchased the equipment and installation and in no way is the responsibility of Galaxy Broadband. Any warranties of the site service and equipment replacement both written or implied are strictly a contractual agreement between the subscriber and the reseller and Galaxy Broadband Communications has no liability to the end user in this matter.

## Terms and Conditions

Thank-You for choosing HughesNet by Galaxy Broadband Communications Inc. and provided by Hughes (the "Service").

**Agreement:** This agreement is between you the undersigned subscriber of the Service, and Galaxy Broadband Communications Inc. ("GBC"). By creating an account with and using the Service, you agree to be bound by these Terms and Conditions as well as our Subscriber Agreement, the Fair Access Policy and Acceptable Use Policy on our web site at [http://www.galaxybroadband.ca/Galaxy\\_Broadband\\_services\\_hughesnet\\_FAP.html](http://www.galaxybroadband.ca/Galaxy_Broadband_services_hughesnet_FAP.html) (collectively, the "Agreement"). This Agreement may be changed by GBC at any time without providing prior notice to you. Prices are guaranteed for an initial 12 month period only. Any changes to this Agreement will be posted on the GBC Website. If you disagree with the changes you accept that your sole and exclusive remedy is to stop using the Service and notify GBC 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:** GBC 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.

**Term:** This Agreement is effective as of the date your account is created with GBC and the Service is activated. The minimum initial term is 24 months, or 36 months if this extended term is selected. 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 initial term you will be charged an Early Termination Fee. For 24 month terms, 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 \$450 Early Termination Fee, whichever is the lesser amount. For 36 month terms, 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 \$550 Early Termination Fee, whichever is the lesser amount. Requests for cancellation will not be processed unless the request is received by GBC in writing. If you would like to cancel the Service after the initial 24 or 36 month period you must notify GBC in writing 30 days prior to deactivation. If these Terms and Conditions are not followed GBC 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 \$25.00 processing fee, including satellite changes and service level changes.

**Seasonal Hold:** Requests for seasonal hold must be received by GBC in writing and can be requested once per calendar year of your contract. Requests are subject to a \$49.95 reactivation fee. 36 Month contract terms are exempt from \$49.95 reactivation fee, limited to only 1 per calendar year. 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 24 or 36 month contract term. Minimum of two business days required to reactivate service.

**Payment:** The monthly fees are payable when due. You must provide GBC 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 cancelled at the sole discretion of GBC, however your monthly service charges will continue until your account has been cancelled in writing. A suspended account is subject to the \$49.95 processing fee. A minimum period of 1-2 business days required to re-activate suspended accounts. Payments returned from the bank or credit card company for insufficient funds are subject to a \$30.00 service charge. If you are purchasing used equipment you are responsible to pay all outstanding balances before the system can be re-activated. Prices are subject to change without notice.

**Installation:** Industry Canada has very strict regulations for installing and pointing a transmitter, therefore only certified installers must install the equipment. You are responsible for all costs due to the inside and outside wiring and mounting of the system. GBC, 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 Galaxy Broadband's range of service plans. To achieve proper connectivity to our network a subscriber must have the required HughesNet equipment and a system professionally installed and meeting minimum system signal levels as determined by Galaxy Broadband. The ability to achieve those levels and the required site service is solely the responsibility of the subscriber and the dealer from which the equipment and installation were purchased.

**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 GBC cannot support the system in any way.

**Warranty:** The Hughes HUGHESNET equipment warranty is equivalent to the term of the initial subscriber contract term (maximum 24 months) and is a part replacement warranty. Normal time frame for replacement is 7 days from the time it is resolved defective. This warranty does not cover labour or installation charges that may be required to replace the defective unit.

**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 and any applicable Order(s) 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 GALAXY BROADBAND SERVICE OR THE CONTENT, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS.

**Subscriber Signature:** \_\_\_\_\_

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