



Terms & Conditions

Last Updated: 11 February 2010

The following are the terms and conditions that govern your use of I-NetLink's Internet services.

THESE TERMS INCLUDE PROVISIONS WHICH LIMIT I-NETLINK'S LIABILITY. YOUR USE OF I-NETLINK'S INTERNET SERVICES CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS.

I-NetLink may modify these terms and conditions in accordance with the amendment clause herein.

If you do not wish to be bound to these Terms and Conditions, you shall not access or use I-NetLink's service. Any violation of these Terms and Conditions may result in the suspension and/or termination of the service without refund.

1. Definitions. The following definitions shall apply throughout these Terms and Conditions:

"Terms and Conditions" mean these terms and conditions (the "Terms and Conditions") for I-NetLink services and may be amended from time to time by I-NetLink.

"Agreement" means the Residential Internet Service and Rental Agreement or the Business Internet Service and Rental Agreement, as the case may be.

"Content" means text, images/graphics, audio clips and video, software, music, sounds, HTML code and other materials and services.

"Customer", "You" and "Your" means the person who: (a) is the Primary and/or Secondary Applicant; (b) subscribes for Services from I-NetLink; (c) enters into these Terms and Conditions with I-NetLink; and (d) is responsible for all activities with respect to the Services.

"Customer Equipment" means any equipment not provided by I-NetLink including, but not being limited to computer, monitor, printer, hub and internal network cabling.

"Equipment" refers to the equipment provided by I-NetLink to permit access to the service and, shall include:

- (a) One Customer Premise Equipment (CPE) unit and any standard pole or tripod used to secure said CPE unit;
- (b) One JBox;
- (c) One RJ45 Cable;
- (d) One signal booster, if required; and
- (e) Any other equipment provided by I-NetLink and which is necessary for the receipt of the Service.

"Force Majeure" means event of fire, flood, earthquake, lightning damage, element of nature, natural disaster, explosions, acts of God, power outages, storms, acts of civil, military, governmental or regulatory authorities, labour disruptions, acts of vandalism, sabotage or other unlawful acts beyond the reasonable control of a Party.

"Internet" means the world-wide network of computers connected to each other using protocols, which provide a variety of services such as email, web browsing, file transfers and other services.

"I-NetLink" means I-NetLink Incorporated, its directors, officers, shareholders, employees, contractors, agents and assigns.

"Link Guard Protection Plan" means an optional protection plan which provides diagnostic services and repair of Provider-owned equipment used by the Customer, and which is governed by the terms of the Link Guard Protection Agreement.

"Netiquette" means appropriate etiquette expected while using the Internet. The following activities are, without limitation, deemed to be a breach of Netiquette: (a) spamming over the I-NetLink network, or over any other network in violation of that network Provider(s)'s acceptable use policy; or (b) generating unacceptable levels of traffic on the I-NetLink network; (c) sending messages in any form where the recipient has indicated their desire to not receive such messages; or (d) falsifying, forging or otherwise tampering with any portion of the header or tracking data of any message;

"Personal Information" means information about the Customer such as, but not limited to, name, physical address, email address, birth date and other similar information as may be required by specific circumstances.

"Provider" refers to I-NetLink Wireless (I-NetLink) and all of its servants, agents and in the case of Equipment, the manufacturer of said Equipment.

"Services" means any Internet related services, offered by I-NetLink to its customers. It includes but is not limited to, services provided for the purpose of (a) accessing the Internet; (b) sending and receiving electronic mail; (c) virtual private networks; and (d) firewalls; and (e) collocation of the Equipment.

"Spam" means the mass electronic distribution of unsolicited, bulk email to individual email accounts or email lists and may also be referred to as "junk email" or "bulk email." Without limitation, spam also includes any email I-NetLink considers to be unsolicited, fraudulent or illegal, in its discretion.

"Virus(es)" means a program or code that inserts, replicates, and infects another program, boot sector, partition sector or document that supports macros. Viruses may include but are not limited to "worms" and "trojan horses."



2. **Services.** You have requested Internet Service(s) (the "Services") from I-NetLink and I-NetLink has agreed to provide these Services and provide the equipment required as outlined in your Agreement with I-NetLink, or with the Internet plan specified by you to I-NetLink either during the registration process or during any upgrade or reconfiguration of the Internet plan's offered by I-NetLink from time to time. The provision of some or all of the Services to you is subject to these Terms and Conditions.
3. **Term.** These Terms and Conditions shall come into effect on the date of your installation and connection of your Service with I-NetLink or on the date you sign and I-NetLink enters into the Agreement with you, whichever occurs first (the "Effective Date") unless otherwise negotiated with you by I-NetLink. Subject to the provisions herein, the Services shall be provided for the term (a) specified in the Agreement or (b) specified by you to I-NetLink during the registration process, as applicable, and shall be either on a multi-year, yearly, or month to month basis (the "Term"). Services shall continue until terminated in accordance with Section 8 of these Terms and Conditions. Upon expiration of the Term, unless otherwise agreed upon in writing or otherwise specified by your Internet plan, the Services shall continue on a monthly basis, at the applicable month-to-month price until one party provides the other with thirty (30) days written notice of termination. Any such termination is subject to the termination fee prescribed in the Agreement.
4. **Charges and Payments.**
 - a) You agree to pay the charges specified by I-NetLink for the Services (the "Charges"), together with all applicable taxes. If the Internet plan you subscribe to has a fixed rate through the Term, the Charges shall remain fixed throughout the Term, otherwise the Charges are subject to change upon thirty (30) days prior written notice by I-NetLink as documented on the www.inetlink.ca. Applicable taxes shall be itemized separately in I-NetLink billing statements.
 - b) You agree to pay by I-NetLink's payment method (i) Pre-authorized payment ("PAP") which is automatically withdrawn from your account on either the 1st or 15th of the month; or (ii) by credit card which is automatically charged against your account monthly based on the "Effective Date"
 - c) Invoices will be emailed only. You agree that if an invoice is required by Canada Post mail, an additional monthly charge of \$1.50 will be billed.
 - d) You warrant that the billing information and email address you have provided to I-NetLink is current, true and accurate. You agree to provide timely notice to I-NetLink of any change in your billing information and email address, including any change to your automatic payment method, (i) PAP; or (ii) credit card. I-NetLink also reserves the right to bill you for: (i) additional equipment purchased, if any; (ii) additional charges for excess use of the whole or any part of the Services, if any; (iii) an amount equivalent to the cost of any Equipment installed by I-NetLink for the Services or an amount equivalent to the installation fees in connection with such facilities; (iv) the cost of removing Equipment; (v) the cost of restoring such Equipment to its original condition or of replacing it as provided for in section 10 below; and (vi) the cost of the Equipment if not returned on the date of termination. The Charges and any Additional Charges shall be billed to you on an I-NetLink's invoice, which shall be due and payable on receipt of the invoice. An I-NetLink invoice shall be deemed correct and binding upon you unless an objection is received by I-NetLink within thirty (30) days of the invoice date. All Charges not paid when due shall bear interest at the current rate of 2% per month calculated from the date of the invoice. You agree not to deduct or set-off any amount from the Charges due to I-NetLink under these Terms and Conditions.
 - e) You agree to keep the specified email address provided to I-NetLink active and checked regularly to ensure invoices are received. Failure to provide accurate account, billing information, and email information will NOT be an acceptable reason for non-payment. You will provide I-NetLink with 10 days notice if you close or change the email address.
 - f) You agree to provide to the Technician at the time of installation all information required to setup your account and provide for payment, along with payment for the initial charges, such information and payment to include but not being limited to, (i) first month's service fees; (ii) signed contract; (iii) payment method specific details; (iv) any additional equipment charges as agreed and used by the Technician. Amounts will be confirmed and are subject to correction by the Technician based on the actual work performed.
 - g) A fee will be applied to any and all credit cards or electronic fund transfer payments that are declined due to insufficient funds.
5. **Service Address.** Services will be provided at the address you specified to I-NetLink during the registration process (the "Service Address"). All Customer Equipment requirements necessary for the connection of the Services shall meet the specifications set out by I-NetLink, and shall be arranged or provided by you at your own expense.
6. **Relocation.** In the event that you move your service address, the Equipment must be relocated by I-NetLink to a new address serviced by I-NetLink, such relocation shall be performed by I-NetLink at your expense at I-NetLink's prevailing rates and terms including such service charges as may be applicable and these Terms and Conditions shall continue to apply. You shall not permit any party to open, repair, remove, rearrange, modify, or in any way tamper with the equipment provided or rented to you by I-NetLink in connection with the Services (the "Equipment"), or to relocate the Equipment from the Service Address without I-NetLink's permission.
7. **Your Responsibilities.**
 - (a) It is expected that you will represent, warrant and covenant to I-NetLink that you shall not:
 - (i) resell any of the I-NetLink Services;
 - (ii) use the Services to interfere with anything: (1) maintained by I-NetLink; (2) belonging to another Internet user; or (3) available on the Internet; without the prior written consent of I-NetLink,



- (iii) use the Services to upload, transmit, or distribute: (1) anything illegal or anything that may expose I-NetLink to civil liability including but not limited to anything that is threatening, abusive, defamatory, obscene, vulgar, offensive, pornographic, sexually explicit, indecent or is likely to expose a person to hatred or contempt; (2) anything that contains a virus or other harmful or destructive element; (3) anything that infringes any other party's intellectual property or privacy rights;
 - (iv) use the Services for any purpose contrary to the laws of any government having jurisdiction over you or I-NetLink.
 - (v) violate the rules of "Netiquette" while using the Services.
 - (vi) at the Service Address use any of I-NetLink's Internet plans designed for personal and not commercial use to: (1) host configuration servers or multi-user interactive forums; (2) operate a "server" in connection with the Services; or (3) provide network services to others via the Services. Examples of "servers" includes, without limitation, mail, news, file, chat, web.
- (b) You are responsible to ensure that your software and computer equipment meet the current minimum requirements of I-NetLink, necessary to use the Services. You acknowledge that from time to time, the computer equipment and/or the software required to access and use the Services may change and as a result, you may be required to upgrade your computer equipment and/or software used to access the Services.
- (c) You are responsible for backing up your own emails. Your emails and data stored on the I-NetLink network shall remain your property, however, I-NetLink may, at its discretion, make backups of any such data and may review, use, disclose or delete data stored on its servers as part of routine or required maintenance, to recover storage space, or as necessary to prevent any disruption of the Services or breach of these Terms and Conditions whether by you or any other person, in connection with any lawful governmental request, or in connection with a claim arising out of a disruption of Services or breach of these Terms and Conditions.
- (d) Any UserIDs and passwords issued to you shall be used only by you and those persons authorized by you. You shall not make the UserIDs available to any third party and shall be solely responsible for maintaining the security of your UserIDs and passwords. If you become aware, or suspect that any unauthorized person has obtained or attempted access to your account, then you should immediately notify I-NetLink and change your passwords. I-NetLink will not assume any responsibility for acts or omissions of you or of any individual who accesses the Services using your passwords and/or UserIDs.
- (e) You agree to cause all persons who use the Services through your UserIDs and passwords or computer equipment to observe and comply with these Terms and Conditions. You shall indemnify I-NetLink against, any claims, actions or losses that arise, directly or indirectly, from such use.
- (f) You shall comply with all current and future policies of I-NetLink related to the Services. I-NetLink may post notice of such policies at www.inetlink.ca, or may send you notice of such policies via email or regular mail.
- (g) The registered owner of an account, that being either the Primary and/or Secondary account holder, is responsible for any and all violations of the Terms and Conditions set forth, regardless of who was actually involved in any particular incident.
- (h) Any attempt to violate the security, stability, or integrity of I-NetLink's computing or network resources, or those of any other organization, will result in immediate and permanent account termination and the notification of the appropriate authorities. This specifically includes such things as port scanning, denial of service attacks, attempts to crack passwords, etc.
- (i) You may not use any I-NetLink account to threaten, harass, or intimidate other people, companies, organizations, etc.
- (j) When sending email messages, you must refrain from activities such as forging headers and sending unsolicited email (commercial or otherwise). If you send SPAM or knowingly propagate a Virus you may be charged a minimum of \$500 in cleanup fees and your account may be terminated.
- (k) Under no circumstances shall you hold I-NetLink be liable for any direct, indirect, incidental, special, punitive, or consequential damages that result in any way from your use of or inability to use the Service or to access the Internet or any part thereof, 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 of files, errors, defects, delays in operation, or transmission, or any failure of performance.
- (l) You agree that any violation of the terms hereinbefore stated shall result in the immediate suspension and possible termination of the Provider's service and this Agreement;
- (m) You fully understand that I-NetLink cooperates with any and all agencies, including law enforcement, involved in the investigation and/or prosecution of illegal activities.

8. Suspension and Termination.

- (a) **By I-NetLink.** I-NetLink may Suspend:
- (i) the Services without notice and without incurring any liability
- (b) **By I-NetLink.** I-NetLink may Terminate:
- (i) the Services without notice and without incurring any liability
 - (ii) upon thirty (30) days prior verbal or written notice to you;



- (iii) if you default in the payment of the Charges or any other amount due to I-NetLink, and such default continues for a period of five (5) days after notice (either written or verbal) has been given to you;
 - (iv) if you fail to carry out or perform any covenants, undertakings or obligations imposed on you by these Terms and Conditions (including but not limited to Section 7 of these Terms and Conditions), as determined by I-NetLink in its sole and absolute discretion;
 - (v) if you make an assignment for the benefit of creditors or take any other action for the benefit of creditors, become bankrupt or insolvent, or take the benefit of, or become subject to, any legislation in force relating to bankruptcy or insolvency;
 - (vi) if I-NetLink's equipment is destroyed or so substantially damaged by fire or other catastrophe that it is impracticable to continue to provide some or all of the Services; or
 - (vii) if I-NetLink's network or the operation and/or efficiency of the Services are impaired or affected by your use of the Services, as determined by I-NetLink in its sole and absolute discretion.
 - (viii) Should the Customer become suspended or temporarily disconnected where I-NetLink's equipment remains on the premises, a reconnection fee plus applicable taxes will apply unless otherwise arranged through I-NetLink.
 - (viii) If the Services are terminated after a period of suspension, you understand and agree that the contents of all email boxes forming part of the Services will be deleted and you authorize I-NetLink to delete any messages or data associated with your account upon termination.
- (c) **By Customer.** The Customer may terminate this Agreement by giving I-NetLink written or confirmed verbal thirty (30) days notice of termination.
- (d) **Responsibilities upon Termination.** On or before the date of termination, the Customer shall remove all Equipment supplied or rented by I-NetLink to you in connection with the affected Services, and return the Equipment in good working and reusable order to I-NetLink. Failure to return the Equipment prior to the termination date shall result in you being charged the full retail price of such Equipment. You may request that I-NetLink remove the Equipment for which you will be charged the prevailing rate for Equipment removal. You also agree that upon termination, you will pay in addition to the charges specified herein related to: (i) monthly Charges related to the month in which the termination is effective and any interest, which shall become immediately due and payable without any pro-rata adjustment, or (ii) any unused portion of the Term Charges that may have been paid are non-refundable and shall not be credited to you.

9. Title to Equipment and Addresses.

- (a) Except as otherwise provided for herein, the Equipment shall remain and be the sole and exclusive property of I-NetLink at all times, and you shall have no right of property therein except the right to use such Equipment in connection with the Services and pursuant to these Terms and Conditions. You shall not remove, deface or obscure any labels on the Equipment which indicate that I-NetLink is the owner. You shall keep such facilities and Equipment free of all levies, liens and encumbrances and shall return the Equipment in good working condition to I-NetLink upon termination of the Services. No equipment, apparatus, circuits, devices or services not provided by I-NetLink will be attached to or used so as to operate with the Equipment and the Services in any way, whether physical, by induction or otherwise, except as permitted by I-NetLink. In addition, you acknowledge and agree that I-NetLink owns, and you have no property rights in, all addresses provided to you, specifically static and dynamic IP addresses and email addresses. I-NetLink may modify or change such addresses at any point in time and shall in no way be required to compensate you for such changes.
- (b) Where the Customer has purchased the Equipment as shown on the Agreement, or on any receipt issued by I-NetLink verifying purchase of the Equipment, the Customer is solely responsible for the Equipment, its upkeep and maintenance. No equipment, apparatus, circuits, devices or services not provided by I-NetLink will be attached to or used so as to operate with the Equipment and the Services in any way, whether physical, by induction or otherwise, except as permitted by I-NetLink. In addition, you acknowledge and agree that I-NetLink owns, and you have no property rights in, all addresses provided to you, specifically static and dynamic IP addresses and email addresses. I-NetLink may modify or change such addresses at any point in time and shall in no way be required to compensate you for such changes.
- (c) You understand that, except where the Customer has purchased the Equipment, I-NetLink may register a security interest in the Equipment with the Personal Property Registry of the Province where the Equipment is physically located and the Customer shall not remove the Equipment from the Province without the express consent of I-NetLink.
- (d) You grant to I-NetLink the right to enter in or upon the Customer's premises at any time for the purpose of servicing, replacing, or removing the Equipment. Wherever practical, I-NetLink shall give you 24 hours notice of its intent to enter upon your premises. You understand that you may incur a fee levied by I-NetLink for any servicing, replacement or removal of the Equipment.
- (e) You shall not alter, remove or move I-NetLink's Equipment from or within the premises without first giving 24 hours notice to I-NetLink.

10. Damage to I-NetLink owned equipment.

- (a) In the case of damage to, or loss, theft or destruction of, the Equipment, I-NetLink shall have the right to require you to pay the cost of restoring the Equipment to its original condition or of replacing it.



- (b) You shall be liable for any damage caused by Force Majeure and/or the negligence or fault of you or anyone else while the Equipment is in your possession and you shall be required to pay the full replacement cost of that Equipment. If the Equipment is damaged or defective due to production or failure, which is proven not to be the fault of yours, the Equipment shall be replaced or repaired by I-NetLink at no cost to you.

11. Installation and Repair.

- (a) Installation of the Equipment may require drilling holes and other modifications to the residence or commercial building where the Equipment is installed. Such modifications are authorized with the full knowledge that if the Equipment is removed I-NetLink will not be required to return the building to its original state. Notwithstanding the foregoing, I-NetLink shall use reasonable care to minimize modifications required. You are responsible to maintain the Equipment on or in your home or business by ensuring bolts and screws holding the Equipment in place are tight at all times. You are responsible for all acts of God, including and not limited to, the communication radio moving out of alignment due to high winds unless you have the Link Guard Protection Plan at which time, you will be covered for any service calls related to Force Majeure. You warrant all authorizations for the Installation of I-NetLink's equipment to have been obtained prior to I-NetLink's schedule Installation date.
- (b) If required, you shall provide access to the Service Address to I-NetLink or its agent, at a mutually agreeable time, for the purposes of installing, monitoring, modifying or upgrading the Equipment so as to facilitate the provision of the Services.
- (c) I-NetLink does not warrant that the operation of the Equipment will be uninterrupted or error-free.
- (d) I-NetLink will maintain the Equipment in good repair throughout the Term in accordance with its normal schedules and practices for remedial maintenance and will respond on a best efforts basis to your request for repair between 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding any I-NetLink observed holidays. Should you request, and I-NetLink agree, to perform any repair outside of I-NetLink's normal maintenance schedules, such repairs will be performed by I-NetLink at your expense at prevailing rates for labour, travel and overtime. You acknowledge that I-NetLink's ability to maintain the Equipment is dependent upon I-NetLink's sources of supply. In the event of inability to obtain replacement parts, or if the Equipment is no longer serviceable due to excessive wear, deterioration, technological obsolescence or by reason of any circumstance beyond the control of I-NetLink. I-NetLink's obligation is limited to replacing the Equipment with current models when I-NetLink is able to source the new equipment from its manufactures and/or suppliers and I-NetLink will not be liable for any loss of service until the replacement equipment is obtained.
- (e) I-NetLink's obligations hereunder do not extend to any relocation, maintenance, repairs, modifications, or adjustments which may be required, that are due to, resulting from, or related in any way to:
 - (i) damage, misuse or failure on your part to maintain adequate electrical power, temperature, or a suitable operating environment for the Equipment;
 - (ii) the attachment, interconnection or use of the Equipment with accessories, equipment or services not provided by I-NetLink;
 - (iii) an event of Force Majeure;
 - (iv) vandalism;
 - (v) long term wear and tear of outdoor equipment due to the failure of the Customer to maintain the outdoor equipment as required by this Agreement;
 - (vi) interference from other competing wireless radio systems or interference in general; or
 - (vii) interference with, changes in or obstruction of line-of-sight requirements of I-NetLink, such as by foliage growth or building construction;
 - (viii) or any other cause that is external to the Equipment.
- (f) Any maintenance or repairs performed by I-NetLink due to any of the foregoing shall be at your expense at I-NetLink's prevailing rates and terms. You shall not change the normal operating environment of the Equipment without obtaining prior authorization from I-NetLink. You shall provide I-NetLink with timely, obstacle-free and unobstructed access to the Equipment at all times.

12. **Safety.** I-NetLink reserves the right to refuse to commence or continue any work which, in its opinion, would have to be done in hazardous conditions. I-NetLink shall not be responsible in any way to you for any refusal to work in or adjacent to hazardous conditions.

13. **Internet or it's Content.** You understand that I-NetLink does not operate, control or endorse any information, product or service on the Internet in any way. No representation is made or implied as to the privacy of any information on or passing through I-NetLink's network. As well, you understand that some content, products or services available through Services may be offensive to you, may not comply with applicable laws or may cause damage to your computer or network and/or the data, programs or files stored thereon. You understand and agree that neither I-NetLink nor any of its affiliates are under any obligation to censor or monitor any content available on the Internet and I-NetLink and its affiliates assume no liability whatsoever for any claims or losses arising from or otherwise related to access or use of such content. You assume total responsibility and risk for access to or use of such content and for use of the Internet by you or anyone using the Services through your computer equipment or by using your UserID and password. You acknowledge that by accessing and using third-party websites you may be agreeing to be bound by the terms and conditions posted on those websites.



- 14. Access and Monitoring.** I-NetLink may limit in any way, modify or refuse, the Service or your access to the Services without notice or liability if there is a breach or suspected breach of these Terms and Conditions or of I-NetLink's Service Policies or where I-NetLink deems such limit, refusal or modification may be advisable to protect itself, its Customers or its network. Without restricting the generality of this discretion, I-NetLink may limit the amount of data transfer you are permitted with any Internet plan. I-NetLink is not obligated to, but may monitor your use of the Services electronically from time to time, and may use and disclose any information obtained from such monitoring as necessary to identify violations of or enforce these Terms and Conditions or I-NetLink's Service Policies, to satisfy any law, regulation or other governmental request, to operate or improve the Services, to protect itself, or its customers or its network.
- 15. Acceptable Use Policy.** You agree to abide by I-NetLink's further Terms and Conditions regarding acceptable use ('Acceptable Use Policy') as may be amended from time to time You are responsible for reviewing the Acceptable Use Policy from time to time and I-NetLink reserves the right to amend the Acceptable Use Policy upon giving 30 days notice to the Customer by email. You will be deemed to have accepted any amendments to the Acceptable Use Policy by continuing to use the Service after the expiration of 30 days from the date the notice is sent by I-NetLink.
- 16. No Warranty.** The repair and replacement provided for in Section 11 represents I-NetLink's entire liability. This repair and replacement is provided in lieu of all warranties. You acknowledge that the services are not warranted to be error-free or uninterrupted and may be subject to unscheduled and unannounced outages and breakdowns that may not be rectified promptly, and the Services are provided "as is" and "as available" without warranties or conditions of any kind. Any warranties, representations or guarantees not specifically contained in these Terms and Conditions are expressly disclaimed by I-NetLink; and its agents to the maximum extent allowed by law, as are any other warranties, representations or conditions of any nature whatsoever, either express or implied; including without limitation, any warranty, representation or condition of fitness for a particular purpose or of merchantable quality. Without limiting the generality of the foregoing, I-NetLink and its agents do not guarantee or warrant:
- (a) that the Services or any of them, will perform in any particular manner;
 - (b) that any data or files sent by or to you will not be intercepted, will be transmitted in uncorrupted form or will be transmitted within a reasonable period of time;
 - (c) the deletion, misdirection or delay of your email, records or data;
 - (d) that other internet users will not gain access to any of your computer equipment or files;
 - (e) that any content or other material accessible using the Services are free from viruses or other harmful components; or
 - (f) that you or any other user of the Services will not be exposed to or affected by computer or software viruses.
- 17. Limitation of Liability.** Except for physical injuries, death, or damage to tangible property directly caused by the negligence of I-NetLink, you agree that I-NetLink and its agents shall not be liable to you or to any person claiming through or under you for any losses, demands, claims or damages whatsoever, no matter wherever or however caused; nor for any indirect, special, consequential, incidental, economic, punitive or other damages of any kind (including, without limitation, loss of data or programs, business interruption, loss of income, loss of profit, or failure to realize expected savings or any other commercial or economic loss) arising directly or indirectly from the services, the equipment, the use or intended use of the services or equipment, or these Terms and Conditions. The foregoing shall apply even if I-NetLink and its agents had been advised, had knowledge of, or reasonably could have foreseen, the possibility of such loss, demand, claim or damage, and regardless of whether the cause of action arose from breach of contract (including fundamental breach or otherwise), negligence or any other theory of law or equity.

The Services are provided on an "as is, as available" basis and no warranties, express or implied, including but not limited to those relating to merchantability or fitness for a particular purpose, are made with respect to the Services or any information or software therein.

Without limiting the generality of the foregoing, the foregoing limitation of liability includes, but is not limited to losses, demands, claims or damages arising directly or indirectly from:

- (a) the performance or non-performance of any of the Services or any Equipment;
- (b) defects in Equipment or facilities supplied by I-NetLink and/or its agents, service providers, suppliers and contractors;
- (c) any interruptions, errors or delays in the provision of the Services or the transmission of data using the Services;
- (d) the continued provision of the Services contrary to your request;
- (e) any fault, bug, virus or other damaging element that may be in the programs provided by I-NetLink and/or its agents, service providers, suppliers and contractors or otherwise transmitted to you through the services; (f) any loss or damage to your files or data;
- (f) any loss or damage to your files or data;
- (g) any damage to your computer, network, server or other device connected, directly or indirectly, to any of the Equipment or to the Services;
- (h) the Customer's use of I-NetLink's technical support services; or
- (i) the content of materials retrieved from or sent to any other party through use of the Services.



You acknowledge that third parties provide information, software, communication links and other content that may be accessed through the Services. You expressly acknowledge that the provisions of this indemnity shall also apply to third party content.

You acknowledge that where you allow children to access or utilize the Services, I-NetLink cannot monitor or control the information accessed by individual users. You assume all responsibility for monitoring any children using the Services at your premises and the indemnity contained herein shall apply where the Services are accessed by children at your premises.

You acknowledge that the above limitation of liability is reasonable in light of the amount paid for the Services and agree that where there is a claim for damage to tangible property caused directly by the negligence of I-NetLink and/or its agents; or if, notwithstanding the foregoing,

I-NetLink and/or its agents shall be found liable in any way; I-NetLink's and its agents cumulative liability to you or any person claiming through or under you shall be limited to the amount paid by you for the Services during the previous one (1) year period which shall be the agreed upon damages and shall be your exclusive remedy, and you shall indemnify and save I-NetLink and its agents harmless against any claims in excess of this amount.

18. Indemnity. Notwithstanding any other terms, conditions and covenants contained in this agreement, you shall be solely responsible and liable for; and you shall promptly indemnify and hold harmless I-NetLink and its agents from and against all claims, demands, losses, damages, causes of action, expenses and costs (including reasonable attorney's fees) (collectively "claims"), that may be brought against I-NetLink and its agents or incurred by I-NetLink and its agents arising or resulting from:

- (a) the breach of any covenant, term or condition of this agreement, whether by you or by any person accessing the services with your userid and password or your computer equipment
- (b) I-NetLink attempting to enforce or enforcing any provision of this agreement;
- (c) I-NetLink attempting to recover or recovering any charges or any damages for breach of any covenant, term or condition herein;
- (d) claims by those to whom you provide services; and
- (e) claims arising out of or from your use of the Equipment or Services; or from the material, data or other content contained in the transmissions sent by you using the Services; including, without limitation:
 - (i) claims for defamation;
 - (ii) claims of infringement of copyright, trademark or other intellectual property rights of any third party; or
 - (iii) claims of a breach of contractual rights of any third party.

All remedies conferred upon I-NetLink and its agents, service providers, suppliers, and contractors shall be deemed to be cumulative, and no remedy is exclusive of any other remedy, or of any other remedy conferred by law.

19. Age. You certify that you are 18 years of age or older to register for I-NetLink Services. If you are under 18 years of age, registration must be completed by a parent or guardian.

20. Privacy.

You acknowledge that I-NetLink collects, uses and discloses personal information for the purposes identified in the I-NetLink Code for Fair Information Practices (the "I-NetLink Privacy Code"). These purposes are:

- (a) to establish and maintain responsible relations with customers and to provide ongoing service;
- (b) to understand customer needs;
- (c) to develop, enhance, promote or provide products and services;
- (d) to manage, develop, transfer or assign I-NetLink's business and operations;
- (e) to meet legal and regulatory requirements.

You hereby consent to I-NetLink collecting, using and disclosing your personal information in accordance with the I-NetLink Privacy Code. The entire I-NetLink Privacy Code may be viewed on I-NetLink's website at www.inetlink.ca, or will be provided upon request.

21. Electronic Nature of Terms and Conditions. By using the Services you are expressly consenting to these Terms and Conditions being binding upon you without the need for a signature by either you or I-NetLink. You agree that a printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records generated and maintained in printed form by I-NetLink.

22. Amendment. I-NetLink may amend these Terms and Conditions at any time by posting the revised Terms and Conditions on its web site at www.inetlink.ca and by emailing to you notice of the amendment. The amendment shall be effective within thirty (30) days of so posting and emailing, whichever comes first. Your continued use of the Services after posting constitutes your acceptance of the amended Terms and Conditions.



User agrees that Provider may amend the terms of this Agreement from time to time, including the Fee for Services. Provider shall notify Customer of such amendment by posting on Provider's website, email, mail, or fax notification. User shall be deemed to have accepted and be bound by such amendments. Up to one month following any increases to standard base monthly Fee the User, acting reasonably, may terminate Provider's internet service without penalty.

23. **Severability.** If any term or provision of this Agreement is determined to be invalid, illegal or unenforceable in whole or in part, such invalidity, illegality or unenforceability shall not affect any other provision of these Terms and Conditions.
24. **Interpretations.** Wherever necessary or appropriate in these Terms and Conditions, the plural shall be interpreted as singular, the masculine gender as feminine or neuter and vice versa; and when there are two or more persons bound by the User's covenants contained in these Terms and Conditions, their obligations shall be joint and several.
25. **Waiver.** I-NetLink's failure to insist upon or enforce strict performance of any Term or Condition in this policy shall not be construed as a waiver of any Term or Condition or Right.
26. **Technical Support.** I-NetLink supplies free telephone technical support to you to the demarcation point (generally the jbox). I-NetLink installers will ensure that the Service is operating at the time of installation, but does not provide technical support for Customer owned equipment, or for software not supplied by I-NetLink. I-NetLink does not provide support for websites, email services, or any other service except those operated by I-NetLink. All other problems will be referred to their respective product manufacturers.
27. **Service Calls.** If I-NetLink conducts a Service Call to your premises and it's deemed that I-NetLink or I-NetLink's equipment caused the problem then the Service Call is free. If the problem cause is unrelated to I-NetLink, then I-NetLink will charge its normal hourly fee to you. Radio realignments or other acts of God or Mother Nature that require I-NetLink to reestablish Service for the you will be billed at a set fee or at our standard hourly plus materials fee.
28. **Full Installation Requirements:** You acknowledge and agree that I-NetLink will supply and install a radio. I-NetLink assumes no liability whatsoever for any damages to or loss of any software, files, or data, or any personal computer warranty infringements due to equipment installation.

DISCLAIMER

I-NetLink intends for the Content on the Site to be accurate and reliable, however, since the Content has been compiled by I-NetLink from a variety of sources, it is provided to you "as is" and "as available". I-NetLink assumes no responsibility to you or any third party for any errors or omissions of any kind in the content, and disclaims all warranties and/or conditions, express or implied, as to the content and to any matter relating to the site, including, but not limited to, implied warranties and/or conditions of non infringement, merchantability and fitness for a particular purpose.

I-NetLink RECOMMENDS YOU PRINT OUT A COPY OF THESE TERMS AND CONDITIONS FOR YOUR REFERENCE.