



Service Terms and Conditions

The following Service Terms and Conditions shall apply to all Internet services, IP phone services and related products or devices used in conjunction with the Service that the customer has subscribed for with Net@canada. These services may be regulated by the Canadian Radio-television and Telecommunications Commission (CRTC) and the terms and conditions may be amended by Net@canada when needed.

For the purpose of the following Service Terms and Conditions, the occurring "You" signifies the customer or the subscriber (the Customer). To clarify the term of Customer, it includes both (i) the person identified in Net@canada's account records as the person responsible for payment of all charges; and (ii) any other individual with actual or apparent authority to represent that person or to use the Service(s). Net@canada assumes that any individual who identifies himself or herself as You and is able to provide your address, telephone number, password, and/or other personal information, has been authorized to receive information about, and make changes to your account, including adding new services.

By enrolling into, installing, using, or paying for Net@canada's Services, You explicitly state that it has been verified in your own jurisdiction that your use of the Service is allowed in accordance with the law. In addition, you agree to the services, rates, changes, terms and conditions and fair usage policy set forth mentioned in the document Service Terms and Conditions.

1. Services (the "Service" or "Services"):

1.1 Installation of Services:

ADSL Dryloop Internet: Bell technician will install Internet service to the demarcation point for traditional telephone lines. You are responsible to connect the Modem Router and computer according to the printed instructions. Net@canada provides free on-line support to assist you to connect your devices.

FTTN Internet: Bell technician will install Fiber from Bell central office to a street cabinet in your neighborhood, with the final connections from street cabinet to your address being traditional telephone line. Third party Telecon will send technician to your address to complete the installation including the connection of modem router and one computer.

Cable internet service: Videotron, Rogers or Cogeco will send technician to your address to install the cable, the technician may or may not connect your modem. You are responsible to connect modem, router and your computer according to the printed instructions. Net@canada provides free on-line support to assist you to connect your devices.

Inside wiring and other on-site installation service is available upon request, for which extra charges will apply.

1.2 Emergency Services - 911 Dialing:

You acknowledge that IP phone and 911 services rely on your Internet connection and may not be available when your Internet connection is unavailable. You also acknowledge that your alarm system may not be compatible with your IP phone. Net@canada recommends a cell phone or a land line for your emergency use. You acknowledge that the IP phone plans have a Fair usage policy, and the Canada plan does not cover calls to Yukon, Northwest Territories and Nunavut, and the USA IP phone plan does not cover calls to Alaska and Hawaii. All the calls above the fair usage

policy limit and to the regions that are not included in the subscribed plans will be calculated in minutes and the rates that apply can be found at www.net1canada.com.

1.3 Customer Service:

Net@canada provides around the clock customer services. We also provide on-site support in Montreal, Toronto and Hamilton. The on-site support is solely for inquiring about Net@canada's sold or rented equipment and the connections. When the phone line or cable internet line is suspected to have an issue, Net@canada subcontracts to its vendors Bell, Videotron, Rogers or Cogeco to which it offers support to resolve the issue. Other issues related to physical damage or software are entirely your responsibility. If You agree, Net@canada may send a qualified technician at an additional charge to provide technical support with respect to these issues.

1.4 Residential Services:

In the case of residential Services (Internet and/or IP phone), they must be solely used for residential and personal purposes. The prices for calling plans are calculated based on the household's usage, the Fair usage policy will be enforced if required. Should the residential services be used in whole or in part for the operation of a business, or shared with other people, your service may be transferred to Net@canada's commercial services following a period of 30 days notice to the Customer.

In the event of unlawful, fraudulent or abusive use by a Customer, the Services will be suspended in order to protect Net@canada or a Carrier's network.

2. Service Charges, Invoicing and Payments:

2.1 Service Charges

Net@canada strives to provide premium quality Services at competitive prices. We provide no guarantee in this regard. The service charge will remain unchanged during the prepaid period of the Service. The prices for monthly Services or IP phone packages may be modified from time to time at Net@canada's sole discretion, following a period of 30 days notice to the Customer.

At the time of renewal of the one year prepaid service, the service charge may be modified, with or without notice, depending on the Service you choose.

In the case of work performed by Net@canada that is not the principal object of our Services (e.g., international rates, moving fee or suspension fee), prices may be modified by Net@canada at any time without notice and such modifications will be posted on our website www.net1canada.com.

2.2 Invoicing and Payments:

Your first invoice will include certain one-time fees or charges (installation fee, shipping, equipment, deposit, rental fee and porting number fee etc.).

The regular service charge less than a month will be calculated on a pro rata basis of the number of days that service will be provided to you over the total number of days in the applicable billing period. You will be responsible to make the first payment when your order is placed with us. Subsequent invoices will be generated on 20th day of each month for the subsequent month's service charge. Long distance calls using Pay-Per-Use will be billed on the subsequent month's invoice. Your invoices will be sent via email or you may access them via our website at

www.net1canada.com. A \$2.50 monthly charge will apply if You choose to receive a paper invoice. The amounts invoiced will be due on the 10th day of each month.

If You have provided a credit card number for automatic payment purposes, your credit card account will be automatically charged on 25th day of each month for the subsequent month's service charge. It is your responsibility to provide Us with up to date credit card information and to ensure that your credit card account will accept our charges at the time of automatic payment.

Balances that remain unpaid after the due date will be charged interest at a rate of 2% per month.

2.3 Suspension or Termination related to Failure of Payment:

Net@canada may suspend or terminate the Services provided should You fail to pay your invoices within 10 business days of the due date. Before suspending or terminating your Service(s), new customers or customers who have satisfactory payment history shall receive a reminder call or email from Net@canada. In the event of a failure to make payment, Net@canada reserves the right to suspend and or terminate your Service at any time, without further notice.

It is your responsibility to take immediate action to avoid the suspension or termination of Services. To re-install Service, You will be charged re-installation fees.

3. Equipment Warranty:

3.1 All equipments purchased at Net@canada is guaranteed for 1 year. Net@canada will choose to either repair or replace equipment at its sole discretion. The warranty does not apply to any physically abuse of the equipment, damage resulting from an accident, and damage due to modifications made by You to the equipment without Net@canada's prior consent.

4. Cancellation:

4.1 You may cancel Net@canada's Services by calling customer service hotlines or sending an email to support@net1canada.com. If you cancel a paid order before Service activation, a processing fee of \$ 60 will be applied. Cancellation of services after they are activated requires a 30 day notice and processing fee of \$ 60 and installation fees will be applied

Net@canada may unilaterally cancel an indeterminate-term contract by providing the Customer a notice in writing at least 30 days before the date of cancellation.

4.2 If You are subscribed to our one year prepaid Service, and at the time of cancellation You have unused months remaining, the prepaid amount will be applied against the current monthly's charges and the balance will be refunded to You. If You have received special discount (i.e. free rental of devices) for one year prepay service, the value of those special discount will be calculated as monthly payment and charged back to you.

4.3 If You have received economic inducements (i.e. a router), in return for concluding a one year contract with Net@canada, the value of those inducements and the proportion of term remaining on the contract will be multiplied to calculate the early termination fee charged to You.

4.4 You assume full responsibility to return all equipment leased by Us to Net@canada immediately and in good working condition and complete. If you fail to do so within 14 business days, you will be charged for the the full cost of any equipment that was not returned to Net@canada.

Net@canada reserves the right to apply your deposit, without notice, to any unpaid balances. Any remaining balance will be sent to You within two weeks of the later of the service termination date and the return of the equipment to Net@canada.

5. Limitation of Liability

5.1 The Services are provided "as is". Net@canada makes every effort to provide high quality service, but does not guarantee that the performance or availability of the Services will satisfy your needs or expectations. In the event of a problem with the availability or performance of the Services, Net@canada will take the reasonable and necessary measures to resolve your issue, but does not guarantee it will be resolved within any limited time.

If the Services are interrupted for a period of 48 consecutive hours or more that the Services are rendered unusable, Net@canada's liability shall be limited to crediting You for the period during which the Service(s) was interrupted on a pro rated basis on the bill covering the period in question, except in the event the interruption was due to the intentional or gross fault of Net@canada or its representatives.

Net@canada shall not be responsible for interruptions in Service caused by Force Majeure events which include, but are not limited to, such events as acts of god; terrorism, strikes; fire; war; riot; or government actions.

In no event shall Net@canada, its officers, directors, employees, affiliates, agents or any other third-party provider who furnishes services to customer in connection with this agreement or the service be liable for incidental, direct, indirect, special, punitive, exemplary or consequential damages, including but not limited to loss of data, loss of revenue or profits, or damages arising out of or in connection with the Customer's use or inability to use the Services, including the inability to access emergency services via the Services at any time or from time to time, or any interruption or degradation of the services, except in the event the Customer's inability to use Services was due to the intentional or gross fault of Net@canada, or its representatives.

You undertake to hold harmless, guarantee and assume responsibility for the defence of Net@canada and the Carriers against any claim, action, proceeding or formal notice, including legal and judicial fees, in relation to any damages or regulatory proceeding that may have resulted from your negligence or your unlawful use of the Service or the equipment.

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Email: info@net1canada.com