

WIRELESS INTERNET SERVICES AGREEMENT

Date Entered Into: _____

BETWEEN:

NETWORK INTEGRATED COMMUNICATIONS LTD. (Inc. No. BC0727221)
P.O. Box 2081, Sardis Station Main, Chilliwack, British Columbia V2R 1A5
Telephone Number: 604.703.6631 Facsimile Number: _____
("NIC")

AND:

Full Legal Name(s): _____

Business Name (if applicable): _____

Address: _____

Telephone Number: _____ Facsimile Number: _____

Credit Card: (*circle*) Visa or MasterCard

Number: _____ Expiry Date: ____/____/____

(the "Customer")

INTENDING TO BE LEGALLY BOUND, the Customer and NIC agree with each other as follows:

1. **Wireless Internet Services and NIC's Website:** If the Customer complies with this Agreement, then NIC agrees to provide to the Customer wireless broadband Internet access services (the "Services") as described in this Agreement and Schedule "A" hereto or as may be posted from time to time on NIC's website at www.nicbc.ca or any replacement websites ("NIC's Website").

2. **NIC Entitled to Amend Agreement:** The Customer agrees that NIC may at its sole discretion amend this Agreement at any time and with immediate effect (unless a later date is posted) by posting amendments, or this Agreement as amended, on NIC's Website. The Customer agrees:

- (a) To review NIC's Website regularly to be aware of amendments to this Agreement;
- (b) That, if any amendment to this Agreement is unacceptable to the Customer, the Customer's sole remedy is to terminate this Agreement in accordance with the provisions of this Agreement; and
- (c) That, by continuing to use any of the Services following any amendment to this Agreement, the Customer is deemed to have accepted and agreed to abide by the amendment.

3. **Term:** Subject to the provisions of this Agreement, the initial term of this Agreement will begin on _____, 20__ (or on such earlier day that the Services are activated) and will end _____ months thereafter, at which time this Agreement will automatically be renewed on a month-to-month basis.

4. **Fees:** Until the end of the initial term of this Agreement, the Customer will pay to NIC total fees of \$_____, plus applicable taxes, for the Services as follows:

- (a) Immediately upon signing this Agreement, an initial installation fee of \$_____, plus applicable taxes; and
- (b) During the initial term of this Agreement, a monthly in-advance fee of \$_____ per month, plus applicable taxes;

After the initial term of this Agreement, NIC may at its sole discretion change its fees at any time (to be effective from the end of the initial term or the then-current monthly term of this Agreement) by posting the changes, or the fees as changed, on NIC's Website.

5. **Changes to Services:** NIC may at its sole discretion change the Services (including without limitation reducing the Services) at any time and with immediate effect (unless a later date is posted) by posting the changes, or the Services as changed, on NIC's Website. NIC will not be obliged to compensate the Customer for any such changes unless and only to the extent that:

- (a) After the beginning of the initial term or the then-current monthly term of this Agreement, NIC reduces the Services; and
- (b) NIC does so by materially more (in NIC's sole estimation) than NIC increases the Services after the beginning of the initial term or the then-current monthly term of this Agreement;

in which case NIC will credit towards the following month or refund a proportionate amount of the Customer's prepaid monthly fee based on the length and extent of such net reduction during (but, for greater certainty, not after) the initial term or the then-current monthly term of this Agreement.

6. **Online Policies and Acceptable Use:** In addition to complying with all laws and regulations governing the use of the Services and the Internet, the Customer agrees:

- (a) To abide by NIC's policies (including without limitation acceptable use policies) posted on NIC's Website from time to time; and
- (b) Otherwise to be respectful of others and use the Customer's best efforts to avoid interfering with the use by others of services provided to NIC's customers, the Customer acknowledging that activities prohibited by NIC's acceptable use policies are illustrative only and not exhaustive and that NIC is the sole and final arbiter of what is acceptable use of the Services.

7. **Customer and Terms of Payment:** The Customer:

- (a) Certifies that the Customer (if an individual) is at least 19 years old;
- (b) Will promptly advise NIC of changes to the Customer's contact or billing information;
- (c) Is responsible for the maintenance and confidentiality of all passwords related to accessing and use of the Services, and is responsible and liable for all activities and charges incurred (even if unauthorized) under the Customer's Services account;
- (d) Accepts all charges as valid unless disputed within 60 days by e-mail to the address set forth in NIC's Website or by registered mail to NIC at the address of NIC last known to, or obtainable using reasonable efforts by, the Customer; and
- (e) Agrees that NIC may apply all fees and other amounts owing to NIC against the Customer's credit card when they become due or at any time afterward without notice and without the Customer's further consent.

8. **Ownership of Equipment:** Unless purchased by the Customer from NIC separately from this Agreement, the Customer acknowledges and agrees that NIC is and will remain the sole owner of the antenna and other equipment furnished by NIC to the Customer's premises to facilitate the provision of the Services (collectively, the "Equipment"), and the Customer agrees that if:

- (a) The Customer sells, transfers, leases, assigns any interest in or encumbers any of the Equipment; or
- (b) The Customer fails to return to NIC the Equipment in its original condition and unencumbered within 14 days after the termination of this Agreement for any reason whatsoever;

then Customer will pay to NIC a charge of \$350, plus applicable taxes.

9. **Premises Visits:** The Services include the initial installation of a wireless internet connection to one stand-alone computer. Other than such initial installation, the Customer will be solely responsible and liable for additional charges for all installing, maintaining, inspecting, supporting, repairing and replacing of the Equipment and all other equipment relating to the Services.

10. **Wireless Signal:** The Customer understands that wireless Internet conductivity requires a direct radio line of site between NIC's wireless point of presence and the Equipment's antenna. NIC is not responsible or liable for any obstruction on the antenna (including without limitation debris or ice) or between the antenna and the point of presence (including without limitation foliage growth).

11. **Limited Access:** The Services do not include 24-hour unlimited Internet access, and:

- (a) The Services include 10 gigabytes of through-put per month, and, if the use of the Services exceeds 10 gigabytes of through-put in any one month, the Customer may at NIC's sole discretion be liable for additional charges; and
- (b) NIC may at its sole discretion suspend or restrict the Services at any time without (unless NIC's sole reason for doing so is that listed in (i) below) notice for any reason whatsoever, but if NIC's reasons for doing so do not include any of the following:
 - (i) scheduled maintenance of the services provided to NIC's customers, 24-hours' notice of which NIC will post on NIC's website;
 - (ii) the operation or efficiency of the services provided to NIC's other customers is impaired by the use of the Services;
 - (iii) NIC has received a third-party complaint relating to the use or misuse of the Services; or
 - (iv) any amount owing by the Customer is past due or NIC at its sole discretion believes that the Customer is otherwise in breach of any provision of this Agreement;

then NIC will credit the Customer a proportionate amount of the Customer's prepaid monthly fee towards the following month based on the length and extent of such suspension or restriction.

12. **Copyright and Other Rights:** The Customer agrees:

- (a) That, except where otherwise specified by NIC, e-mail addresses, IP addresses and personal web page addresses assigned to the Customer by NIC remain the property of NIC at all times;
- (b) That, by posting any content through the Services, the Customer grants NIC a royalty-free, non-exclusive licence to use, copy, distribute, transmit, display, edit, delete, publish and translate the content as may be required by NIC; and
- (c) Not to post or transmit any content through the Services, nor to reproduce, redistribute, retransmit or otherwise publish any content received through the Services, in violation of any copyrights, trade-marks, intellectual property or other proprietary rights.

13. **Monitoring:** Although NIC will never be obliged to do so, the Customer agrees that NIC may at its sole discretion and without notice monitor or censor use of the Services (including without limitation content sent, received or accessible through the Services or the Internet) and may without notice retain or disclose such content or other information regarding the Customer's use of the Services if NIC at its sole discretion believes that it is reasonable to do so, including without limitation in order for NIC to provide the Services, serve other customers, ensure adherence to or enforce the provisions of this Agreement, comply with applicable laws, respond to third-party complaints, assist law enforcement personnel or protect itself or others.

14. **Termination:** This Agreement may be terminated before the expiration of the initial term or the then-current monthly term of this Agreement as follows:

- (a) The Customer may terminate this Agreement at any time on 7-days' notice by e-mail to the address set forth in NIC's website or by registered mail to NIC at the address of NIC last known to, or obtainable using reasonable efforts by, the Customer;
- (b) NIC may at its sole discretion terminate this Agreement at any time without notice for any reason whatsoever.

15. **Payments for Early Termination:** If:

- (a) The Customer terminates this Agreement for any reason whatsoever prior to the end of the initial term or the then-current monthly term of this Agreement; or
- (b) NIC terminates this Agreement for any of the following reasons:
 - (i) the operation or efficiency of the services provided to NIC's other customers are impaired by the use of the Services;
 - (ii) NIC has received a third-party complaint relating to the use or misuse of the Services; or
 - (iii) any amount owing by the Customer is past due or NIC at its sole discretion believes that the Customer is otherwise in breach of any provision of this Agreement;

then the Customer will pay for the remainder of the initial term of this Agreement (but in no case greater than 12 months) or the then-current monthly term of this Agreement. If NIC terminates this Agreement and its reasons for doing so do not include any of those listed in (i), (ii) or (iii) above, then NIC will refund the Customer a proportionate amount of the Customer's prepaid monthly fee for the month of termination based on the effective date of termination.

16. **Effects of Termination:** Upon the expiration or earlier termination of this Agreement:

- (a) Unless expressly so stated in this Agreement, all of NIC's obligations and liabilities under this Agreement will immediately cease, and, for greater certainty NIC will have no obligation to forward any unread or unsent messages to the Customer or any third party or to maintain any messages, information or other content and all such content may be immediately deleted;
- (b) All of the Customer's obligations and liabilities under this Agreement that arise before the expiration or earlier termination of this Agreement or that by their nature will or may require all or part of their fulfilment or performance after the expiration or earlier termination of this Agreement will (whether or not specifically so stated in this Agreement) survive the expiration or earlier termination of this Agreement for the benefit of NIC thereafter.

17. **Disclaimer:** The Customer agrees that the Services (including without limitation the Equipment) are provided on an “as is”, “as available” basis without representation or warranty of any kind (including without limitation those regarding merchantability, fitness for a particular purpose, title or non-infringement) and that their use and the use of the Internet are solely at the Customer’s own risk, and, without limiting the generality of the foregoing:

- (a) NIC does not represent or warrant that the Services will be uninterrupted, error-free or free from viruses or other harmful components or that the Services will otherwise be sufficient to meet the Customer’s needs, and the Customer must evaluate and bear all risks associated with the subject matter, accuracy, completeness and usefulness of any content available through the Services;
- (b) The Customer bears all risks associated with delays, errors, viruses and other defects in the transmission of any content through the Services, including without limitation the loss, deletion or alteration of transmissions relating to transactions effected or attempted through the Services;
- (c) The Customer acknowledges the inherent risks to security, confidentiality and privacy of wireless communication and agrees that the Customer is solely responsible for ensuring the security of the Customer’s data and equipment;
- (d) The Customer bears all risks associated with the acts or omissions of third parties;
- (e) The Customer acknowledges that the Services and the Internet provide access to content that is uncensored and may be inaccurate, obscene, offensive, harmful or illegal – NIC recommends that minors using the Services be supervised by an adult – and, despite any efforts made by NIC (which, if any, will be entirely at the discretion of NIC), the Customer may receive, and the Customer bears all risks associated with receiving, content that is inaccurate, obscene, offensive, harmful or illegal; and
- (f) The Customer bears all risks of injury, death and property loss and damage associated with the Equipment and all other equipment relating to the Services as well as with the attendance by NIC’s directors, officers, employees and agents at the Customer’s premises, including without limitation the operation, malfunction, electrical surge, breakage, collision and improper installation, maintenance, inspection, support, repair, replacement and all other aspects of the Equipment and all other equipment relating to the Services.

18. **Limitation of Liability, Waiver and Release:** Without limiting the application of any other provision of this Agreement, in the event of either a material breach of this Agreement by NIC or any other acts or omissions of NIC or its directors, officers, employees or agents:

- (a) The Customer’s sole remedy will be to terminate this Agreement in accordance with the provisions of this Agreement and to receive payment from NIC equal to the lesser of \$100 or the Customer’s damages actually and directly resulting from the breach or other act or omission;

- (b) Otherwise, the Customer agrees that neither NIC nor any of its directors, officers, employees or agents will be responsible or liable for any direct, indirect, special, incidental, consequential or punitive damages or any other losses or damages whatsoever (including without limitation losses or damages of business, revenue, profits, use, data, opportunity and property, as well as injury and death) directly or indirectly arising from or any way related to this Agreement or the Services (including without limitation the Equipment) in any circumstances whatsoever, including without limitation if:
 - (i) NIC and its directors, officers, employees and agents have been advised of the possibility of the losses or damages; and
 - (ii) the losses or damages are caused or contributed to by the negligence or fault of NIC and its directors, officers, employees or agents.

19. **Indemnity:** The Customer agrees to indemnify and save harmless NIC and each of its directors, officers, employees and agents from and against any and all claims, demands, proceedings, losses, damages, obligations, liabilities and costs (including without limitation legal costs on a solicitor-and-client basis) directly or indirectly arising from or in any way related to any of the following:

- (a) Access to or use by the Customer or any third party of the Services (including without limitation the Customer's Services account or the Equipment);
- (b) The collection of amounts owing under, and the enforcement of, this Agreement;
- (c) Any and all breaches by the Customer of this Agreement; and
- (d) Any and all other acts and omissions of the Customer.

20. **Set Off:** If under this Agreement the Customer becomes obligated to pay any amount of money to NIC, then NIC may at its sole discretion set off and apply such amount of money against any all amount of money held for or owed to the Customer by or on behalf of NIC.

21. **Applicable Law:** This Agreement is governed by and is to be construed in accordance with the law of British Columbia and the law of Canada applicable in British Columbia, and the parties consent to the exclusive jurisdiction of the courts of British Columbia in, and to Chilliwack as the venue for resolution of, any proceeding under this Agreement.

22. **Time:** Time is of the essence of this Agreement.

23. **Entire Agreement:** This Agreement replaces all previous agreements, representations and other communications (whether written or oral) between the parties regarding matters referred to in this Agreement, and this Agreement contains the entire agreement between the parties regarding those matters.

24. **Enforceability:** If any portion of this Agreement is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining portions will remain in full force and effect.

25. **No Waiver:** The failure of either party to insist upon the strict compliance with the provisions of this Agreement, is not a waiver of any of the provisions of this Agreement in respect of any subsequent or continuing breach of this Agreement, nor a waiver of the right to require strict compliance with the provisions of this Agreement.

26. **Modification:** Except as modified by NIC as set forth in this Agreement, this Agreement may not be modified, and, for greater certainty, no course of conduct of either or between the parties will act to modify this Agreement.

27. **Assignment:** The Customer will not assign this Agreement or any of the Customer's rights or obligations. NIC may assign this Agreement and any and all of NIC's rights and obligations at any time without the consent of the Customer. Upon assigning this Agreement, NIC will automatically be released from all of its obligations.

28. **Enurement:** This Agreement will enure to the benefit of and be binding upon the Customer and the Customer's heirs, personal representatives and successors. This Agreement will enure to the benefit of and be binding upon NIC and its successors and assigns.

29. **Paragraphs and Headings:** The division of this Agreement into paragraphs and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.

30. **Joint and Several Liability:** If more than one individual constitutes the Customer, the liability of such individuals under this Agreement is both joint and several. This Agreement is binding on every signatory hereto despite its non-execution by any other proposed signatory.

31. **Legal Advice and Copy Received:** The Customer acknowledges and agrees that:

- (a) The Customer has had full opportunity to review this Agreement and to obtain **independent legal advice** before signing it, fully **understands** this Agreement and signs it **freely and voluntarily** intending to be **legally bound** by it; and
- (b) The Customer has **received a copy** of this Agreement.

EXECUTED by each of NIC and the Customer on the date first above stated.

**NETWORK INTEGRATED
COMMUNICATIONS LTD.**
PER:

Authorized Signatory

Authorized Signatory

Signature of Customer
OR (if Customer is a corporation)
Authorized Signatory of Customer
Print Name: _____

Signature of Customer
OR (if Customer is a corporation)
Authorized Signatory of Customer
Print Name: _____

SCHEDULE "A"
TO
WIRELESS INTERNET SERVICES AGREEMENT

SERVICES