

HAREWAVES WIRELESS INC.

(herein "Harewaves")

Internet Access Agreement

Name: _____

(herein "the User")

Phone: _____

Mailing Address: _____

City/Town: _____

Postal Code: _____

Installation Date: _____

E-mail Address _____

Must fill out the EFT Form for 3 year agreement

Installer: _____

User Signature: _____

Revised Sept 1, 2015

Term of Agreement

1. This Agreement shall be for a term of ____ year(s) effective on the __ day of _____, 201_ (herein the "Effective Date") according to the services to be provided and the payment for the same as set forth in Schedule "A" attached hereto.
2. Unless otherwise provided, this agreement shall automatically renew from year to year after the initial term in paragraph 1. above, (as and from the anniversary of the Effective Date) and shall continue to automatically renew from year to year thereafter, unless terminated as provided herein.

Terms of Service and Changes to Terms of Service

3. Harewaves will provide the User with access to Harewaves' High-Speed Internet Service (the "Harewaves Services") according to the Terms and Conditions (herein "the Terms") set forth in this Agreement. Use of any of the Harewaves' Services by the User will constitute acceptance of these Terms. In this Agreement, the use of "you" will refer to the User.
4. Harewaves may change at any time these Terms (including any charges for any other aspect of service, as well as any term or provision of the Service Agreement) upon reasonable notice to you. If you do not accept these changes your sole remedy is to terminate Harewaves' Services by sending notice pursuant to paragraphs 23 through 28.
5. You also agree that notice of any change in these Terms may be given to you by posting the same on the Harewaves' website (www.harewaves.net) and no separate notice needs to be sent to you by ordinary mail or by e-mail. You are responsible for monitoring the Harewaves website to keep informed of the current Terms. Harewaves does recognize that you may not have access to the website every day; therefore all changes will show a posting date and will be effective ten (10) days after the posting date.
6. In addition to these Terms, Harewaves has also adopted and Acceptable Use Policy (AUP), the Harewaves Spam Policy (HSP) and Harewaves Privacy Policy (HPP), all of which governs your use of the Harewaves Services which may in fact limit your use of the Harewaves Services. A copy of the current AUP, HSP and HPP may also be viewed on the Harewaves website. Harewaves may from time to time change the terms of the AUP, the HSP and the HPP and you are responsible to monitor this website for any changes to any of the same. At any time you may request and Harewaves will provide you with a printed copy of the current Harewaves' AUP, the HSP and the HPP.

Ownership of the Equipment and Permitted Use of the Harewaves Services

7. Harewaves will provide you with the Equipment as set forth in Schedule "B" attached, including a standard installation as therein defined. In the event your installation varies from a standard installation, you will pay for the additional equipment provided according to the extra costs terms as set forth in Schedule "B".
8. All Equipment belongs to Harewaves and you will not acquire any interest in the same. However you are responsible for and will pay to Harewaves and damage to the equipment caused by neglect, abuse or Act of God (such as lightning). All equipment is to be returned to Harewaves, in good working condition, at the termination of this agreement.
9. You agree to use the Equipment and Harewaves Services only as permitted by law and in accordance with Harewaves Policies (including AUP, HSP, HPP). Harewaves may from time to time create Additional Policies and will post the same upon its website. You, the User, are bound by the terms of such Additional Policies from ten (10) days of posting.

Charges for Harewaves Services including Additional Charges

10. Harewaves will charge monthly in advance for the Harewaves Services commencing on the Effective Date.
11. In the event Additional Charges arise, you will be billed the same and payment is due on or before the 1st day of the next month. If Additional Services occur for any period of three (3) months, then Harewaves may advise you and you will pay an amended monthly charge including an estimated charge for the Additional Services provided. You will then pay on the 1st day of the following month any remaining sum for Additional Services arising not covered by the estimated additional services charge.

Service, Allowances and Additional Charges

12. The Harewaves' Services are a means of access and connection to the Internet provided to customers via wireless radio and your computer provided to you dependent upon your specific use agreement.
13. If your use exceeds the monthly allowance as outlined in the customer's specific use agreement, you will be subject to an additional charge. The 2015 additional monthly charge is currently \$5.00 per 1 GB of downstream/upstream data transfer, subject to any changes in rates. An up to date list of current charges and rates will be posted on the Harewaves' website.

Equipment Provided by Harewaves

14. Harewaves will provide a wireless radio, initial connectivity to the Internet and technical assistance in configuring TCP/IP software (collectively the "Equipment") as part of the monthly connection fee. If you ask Harewaves to return and reconfigure the equipment for initial connectivity to the Internet, and/or configure TCP/IP software, Harewaves may charge a reinstallation fee.
15. You are responsible for any additional equipment (i.e. Ethernet cards, routers etc.) required to obtain the Harewaves' Service. Harewaves may sell this additional equipment as a retail item, but is considered customer owned equipment and will be the sole responsibility of the customer.

Access to User's Premises

16. You authorize Harewaves, its servants, agents, employees, contractors and representatives to enter your premises in order to install, maintain, inspect, repair or remove the Equipment. Access to your premises will be at a mutually convenient time to Harewaves and you.
17. For rented, leased or other property not owned by you, is your responsibility to obtain written permission from the owner before the Harewaves installation can commence.

Prohibited Use of the Harewaves Service

Initial _____ 1

18. You agree not to use any Harewaves' Equipment or Services, and you further agree not to permit or allow use of any Harewaves' Equipment or Service, directly or indirectly to:
- (a) Invade another person's privacy; post, transmit, distribute or disseminate content which is unlawful, threatening, abusive, libelous slanderous, defamatory or otherwise offensive or objectionable; post, transmit or disseminate objectionable information including without limitation any transmissions consisting or encourage conduct that would constitute a criminal offense or give rise to civil liability or otherwise violate any municipal, federal or international law, order or regulation;
 - (b) Alter, modify, tamper with, or relocate the Equipment and /or services without prior notification to Harewaves in order to permit Harewaves to relocate the Equipment for you within your premises;
 - (c) Restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Equipment, Services or the Internet, including without limitation, posting or transmitting of any information or software which contains a virus, lock, key, bomb worm, Trojan horse or other harmful or debilitation feature; or generating levels of traffic sufficient to impede others ability to send or retrieve information; (e.g. ping flooding another user's IP address);
 - (d) Disrupt Harewaves' backbone network nodes or network services;
 - (e) Use the Equipment or Services in a way which is contrary to the Harewaves' spamming policy posted on the Harewaves' Web Site (www.harewaves.net);
 - (f) Run World Wide Web, FTP or any other servers from your premises without first obtaining written permission from Harewaves;
 - (g) Resell or share Harewaves Internet Services and/or resell or share Internet services using Harewaves' primary service.

File Sharing Programs

19. Programs such as NAPSTER, Kazaa, LimeWire, Bit Torrent, and other file-sharing programs effectively turn your PC into a server and may greatly increase upstream and downstream traffic from and to your computer. Netflix, YouTube, Shomi, Cineplex, Roku, iTunes, Apple T.V. and Crackle are also bandwidth intensive applications and use of these programs may cause you to exceed your traffic allowances resulting in additional charges. Overuse of these programs may also constitute abuse of Harewaves' Services and lead to termination of the aforementioned services.

Change of Residence

20. If you move to a new address within the geographical area served by Harewaves, you must notify Harewaves of the change in address. Failure to notify Harewaves of any change in address may result in the immediate termination of this agreement and/or suspension of your services.

Harewaves' Rights

21. Harewaves has no obligation to monitor Harewaves' Services content. However, you acknowledge and agree that Harewaves has the right to periodically monitor content electronically and to disclose any information as necessary to satisfy any law, regulation or other governmental requirement, to operate Harewaves' Services properly, or to protect itself or Harewaves' subscribers. Harewaves reserves the right to refuse to post, or the remove any information or material, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of these Terms.

Harewaves' Retention of Rights

22. Nothing in these Terms shall be construed to limit Harewaves' recourse against any user for any act or omission against you in connection with Harewaves' Services in breach of these terms, at law, and/or the usage of policies set by Harewaves from time to time.

Suspension, Term, Termination Rights and Obligations

23. Either party may terminate Harewaves' Services at any time upon providing the other party with thirty (30) days written notice.
24. Harewaves, may in its sole discretion, and from time to time, suspend Internet access services for routine repair or maintenance work. Harewaves will give as much notice as reasonably practicable to the Customer, in the circumstances.
25. Harewaves, may also in its sole discretion, immediately suspend, restrict, or block all of any part of the Harewaves' Services immediately where:
- (a) The Customer fails to pay an amount when due hereunder;
 - (b) You misuse or abuse or permit others to misuse or abuse the services for purposes that are contrary to law or the terms of any of Harewaves' policies;
 - (c) You fail to perform or are in breach of any of the other material obligation, term or condition set forth in this Agreement.
26. Despite the above, Harewaves will not provide you with notice of a proposed restrictions, block, or suspension, where:
- (a) Immediate action is required to protect Harewaves' facilities, rental equipment or network.
 - (b) Extraordinary circumstances exist, or that there is an abnormal risk of loss involved in delaying the suspension or termination.
27. You also agree, as the user, that upon termination of Harewaves' Services you will remain responsible to pay any charges due and payable as of the date of termination.
28. You further agree that upon termination of Harewaves' Services, you will be responsible to return all Harewaves' Equipment, the failure to do so, will result in additional charges for equipment use until the equipment is disconnected and returned to Harewaves.
29. Notwithstanding the terms of paragraph 23, above, Harewaves may at any time immediately terminate services to the User, without refund or buyout, if:
- (a) environmental factors at the location of the User prevents continuation of Harewaves Services; or
 - (b) Harewaves loses access to its tower in proximity to the User's location,

in which event Harewaves shall immediately advise the User by e-mail and regular mail, postage prepaid, and the User shall then immediately return all Equipment to Harewaves in good working condition.

No Warranty

30. Any equipment and services are provided by Harewaves "AS IS" and "AS AVAILABLE" without warranties, representations or conditions of any kind, expressed or implied, whether statutory or otherwise, including but not limited to:
- 1) The availability, accessibility, coverage, operation, performance, privacy, or uninterrupted use of the equipment or services
 - 2) That any data or files sent by, or to you will be transmitted in uncorrupted form, error free or within a reasonable period of time
 - 3) Any warranties of title or non-infringement and any implied representations;
 - 4) Implied warranties of merchantability, quality or fitness for a particular purpose;
 - 5) Warranties arising out of the course of dealing or usage of trade.

Back-up Requirements

31. The installation, use, inspection, maintenance, repair and removal of the Equipment may result in service outages or potential damage to your Computer. You agree to back-up all existing computer files by copying them to another storage medium prior to installation of the Equipment. Harewaves shall have no liability whatsoever for any damage to, loss of, or destruction of your software, files or data.

Ownership/Damages Re: Equipment

32. All Equipment, (except that purchased and paid for in full by you), will at all times remain the property of Harewaves. You may not sell, transfer, lease or assign any interest in, mortgage or encumber all or any part of the Equipment to any third party. You shall pay for the full retail cost of the repair or replacement of any lost, stolen, unreturned, damaged (including acts of God), mortgaged, sold, transferred, leased, encumbered or assigned Equipment or part thereof, together with any costs incurred by Harewaves in obtaining or attempting to obtain possession of any such Equipment, plus applicable taxes. You hereby authorize Harewaves to charge your VISA, MasterCard, other credit card or payment method authorized by you for all outstanding Service and Equipment charges due to Harewaves.

Internet Security

33. You are responsible for your own computer's security. It is your responsibility to maintain adequate virus, firewall, and any other applicable software. You will be liable for any damage caused to Harewaves' Equipment or Services that result from inadequate security software.
34. You acknowledge and understand that there are certain inherent risks when using a network (i.e. unauthorized access to your account or service by other users). Harewaves shall not be liable for any claims or damages in relation to networking, even if the networking application or service is provided, installed, maintained, or supported by Harewaves.

35. You also acknowledge and understand that there is content on the Internet that may be offensive to some users, or which may not be in compliance with local laws, regulations or rules. Harewaves assumes no responsibility for, and exercises no control over the content contained on the Internet and other on-line Services, Harewaves does not censor the legality or acceptability of such content. All content accessed through Harewaves' Services are accessed and used by you at your sole risk.

Limitation of Liability

36. Harewaves is not liable to you or to any third party for:
- (a) Any direct, indirect, incidental, special, punitive or consequential losses or damages, including loss of profits, loss of earnings, loss of use, loss of business opportunities and personal injuries (including death), resulting directly or indirectly out of, or otherwise arising in connection with, the use of Harewaves' Services by you or any other user of the Equipment or Harewaves' Services, including, without limitation, any damage resulting from or arising out of your reliance on or use of the Equipment or Harewaves' Services, or the mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, transmission, or any failure of performance of the Equipment or Harewaves' Services; and
 - (b) Any losses, claims, damages, expenses, liabilities or costs (including legal fees) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, damage suit or other proceeding based upon a contention that the use of the Equipment or Harewaves' Services by you or a third party infringes the copyright, patent, trademark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights or contractual rights of any third party.
37. This limitation applies to all acts, omission, or gross negligence of Harewaves, its officers, employees, agents, contractors or representatives, which, but for this provision, would give rise to a cause of action against Harewaves in contract, tort or any legal doctrine.
38. Your sole and exclusive remedies are as expressly set out in these Terms.
39. In the event of any breach by Harewaves, its affiliates or its agents, including any breach of fundamental term or negligence, your exclusive remedy is to receive from Harewaves, its affiliates or its agents, payment for actual and direct damages to a maximum amount of equal to the fees paid by the Customer to Harewaves in the past three months.
40. This Section shall survive the termination and expiry of this agreement.

Force Majeure

41. Neither you nor Harewaves shall be liable to the other party for any delay or failure to perform its obligations, as outlined in this agreement (other than an obligations to pay monies when due), due to strikes, labour disputes, inability to obtain labour, utilities or services, riots, storms, floods, explosions, terrorism, fire, act of God or any other cause or causes similar thereto which are beyond the reasonable control of the parties. Both you and Harewaves shall use their best/most reasonable efforts during the Term of the Agreement to minimize the effects of any force majeure upon the performance of their respective obligations under this Agreement.

Arbitration

42. Any and all disputes, claims or controversies arising out of or in any way connected with this Agreement, its performance, breach, enforcement, existence or validity, any failure of the parties to reach agreement with respect to matters provided for in this Agreement and all matters of dispute relating to the rights and obligations of the parties, which cannot be amicably resolved, will be referred to private and confidential binding arbitration governed by Alberta law pursuant to *Arbitration Act R.S.A. 2000, c. A-43* as amended, replaced or re-enacted from time to time.
43. The Arbitrator shall be a person who has experience in the information technology field in Canada and is independent of either Party.
44. The costs of the Arbitration shall be borne by the Customer.

General

45. These Terms and Conditions shall be exclusively governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.
46. These Terms and Conditions supersede all prior or collateral written or oral representations or agreements related thereto.
47. In the event, any portion of these Terms and Conditions are found to be unenforceable by a court of competent jurisdiction, the unenforceable portion shall be severed, and the remaining provisions shall continue in full force and effect and shall be construed as nearly as possible to reflect the original intentions of the party. Harewaves' failure to insist upon or enforce strict performance of any provisions of these Terms shall not be construed as waiver of any provision or right.
48. You acknowledge that you have been advised and read this agreement in its entirety, fully understand the Terms and Conditions and agree to abide by the Terms and Conditions of this agreement and any other agreement referenced herein.

How to Contact Harewaves

49. For any inquiries or notices required in connection with these Terms, you may contact Harewaves by email at support@harewaves.net; by telephone at 403-746-0096, or by mail to the attention of Marketing Manager.
50. For Current Service terms and charges please visit the Harewaves website at www.harewaves.net.

SCHEDULE 'A' TO THE INTERNET ACCESS AGREEMENT

Services to be Provided

(a) Standard Installation of Harewaves Equipment on Premises of the User

A Standard installation is a universal mount (like a satellite mount) and up to 100 feet of cable installed on the outside of the home or building with one hold drilled into the room where the User's computer or router is located. The installer will configure one (1) computer or router for internet use. This includes two (2) hours of labour, with grounding if required. Involves the installation of radio equipment owned by Harewaves.

The User will pay for any Extra Costs arising from the installation that involve work and equipment above the standard installation. The Extra Cost charges are set forth in Schedule "B" attached hereto and due and payable upon presentation of an Invoice from Harewaves to the User.

(b) Payment for the Internet Services provided by Harewaves including use of the Harewaves Equipment

Initial Cost Payment: \$ _____

Monthly Charge due on the Billing Rate \$ _____ per month

All payments are due on the 1st day of each Month. Any payments in arrears will bear interest at Eighteen (18%) per annum, calculated from the due date. If any collection procedures are instituted by Harewaves, the User agrees to pay all the costs of such collection, including legal costs on a solicitor and his own client basis.

(c) Early Buy-out Cost

In the event of termination by the User prior to the expiration of the agreed term, the User shall pay a fee to Harewaves of Twenty-five (\$25.00) Dollars per month for each then remaining month of the agreed term.

{See next page for Schedule "B"}

SCHEDULE 'B' TO THE INTERNET ACCESS AGREEMENT

Extra Costs above the Standard Installation payable by the User upon presentation of an Invoice from Harewaves

Item	Cost/each	Quantity	Total
3ft tripod for additional height	\$40.00	_____	_____
5ft tripod for additional height	\$50.00	_____	_____
Mast for tripod	\$3.00/ft	_____	_____
Wire fishing in walls or ceiling	\$50/hour	_____	_____
Running cable across yard	\$50/hour + add. cable	_____	_____
RG11 cable	\$0.25/ft	_____	_____
RG11 connectors	\$2.00/each	_____	_____
RG6 Cable	\$0.15/ft	_____	_____
RG6 Connectors	\$0.50/each	_____	_____
Set up extra comp/phones	\$10.00/each	_____	_____
Wireless Router	\$50.00	_____	_____
USB wireless device	\$35.00/each	_____	_____
Install failed/site survey	\$40.00	_____	_____
Additional Cat 5 Cable	\$0.40/ft	_____	_____
Cat 5 Connectors	\$1.00/each	_____	_____
	Schedule B Total		_____
	Schedule A Total		_____
	Total Installation Cost		_____