

# Point to Point Broadband Inc.

38 Hooper Rd., Barrie, Ontario  
 Tel: 1-888-730-1360 Fax: 705-721-1021  
 website: <http://www.ptpbroadband.com>



## Service Agreement (The Contract)

FULL LEGAL NAME, (Customer)		MAIN CONTACT (IF DIFFERENT FROM LEGAL NAME)		
EQUIPMENT LOCATION ADDRESS		CITY	PROV	POSTAL CODE
BILLING ADDRESS (IF DIFFERENT FROM ABOVE)		CITY	PROV	POSTAL CODE
HOME PHONE	WORK/CELL PHONE		PRIMARY EMAIL ADDRESS (to receive invoices)	
PACKAGE DESCRIPTION	TERM	NOTES		
AIRTIME	One-time Install Fee of _____ (plus applicable taxes) <input type="checkbox"/> Please charge my credit card as listed below <input type="checkbox"/> Please withdraw from my bank account as listed on the attached VOID cheque.		Monthly Service Fee of _____ (plus applicable taxes) <input type="checkbox"/> Please charge my credit card as listed below <input type="checkbox"/> Please withdraw from my bank account as listed on the attached VOID cheque.	
<input type="checkbox"/> VISA <input type="checkbox"/> MC <input type="checkbox"/> AMEX <input type="checkbox"/> VOID cheque attached for Pre-Authorized Payments as checked above  Cardholder Name: _____ Card #: _____  Expiry: _____ Signature: _____ ***** Authorized Signature is required for ALL METHODS of payment, including VOID cheque *****				

Bandwidth pricing may vary as requirements increase



Point to Point Broadband has gone GREEN! Unless checked below, you will receive monthly invoices by email only to the email address specified above (this email can be changed at any point).

Please send me a paper copy (\$3.00 charge per invoice) of my invoice instead of the email option.



### Terms and Conditions

*We agree that a facsimile of this contract with facsimile signatures may be treated as an original and will be admissible as evidence of this Contract. In consideration of the promises herein, the parties hereto agree as follows.*

1. Non-cancelable CONTRACT. This Contract cannot be canceled except as expressly provided for herein.
2. FEES: The Customer shall pay to Company on the first day of each payment period the periodic amount set forth herein. The first payment is due upon execution of this Contract by the Customer. Customer agrees to pay a daily fee for the period from the date of delivery and installation of the Equipment to the commencement date calculated based upon the full period contract amount pro-rated to the number of days in such period. Customer obligation to pay fees and its other obligations under this Contract are not subject to any abatement, set-off, defense, reduction or counter-claim for any reasons whatsoever.
3. DEPOSIT. If requested by the Company, Customer shall deposit with the Company simultaneously with the first payment, a non-interest bearing deposit which will be refunded to the Customer upon the expiry of this Contract provided that the Customer has made all the payments to the Company, fees and otherwise, as required by the terms of this Contract. The Company shall retain any advance payment made by the Customer in contemplation of completion of this Contract if the Contract is not finalized for any reason other than the rejection of the Customer's credit application by Company and this retention shall represent liquidation of Company's documentation and processing expenses as a genuine pre-estimate by the parties of Company's damages and not as a penalty.
4. OWNERSHIP, LOCATION AND USE. The equipment listed in this Contract and in any attached schedule along with all accessories and attachments to such equipment is called the Equipment. The Equipment remains the property of the Company and under no circumstances shall title pass to the Customer during the Term of this Contract, except as expressly provided herein. The Equipment shall be located and used at the Customer's place of business as set forth herein and may not be moved without the prior written consent of the Company. The Customer warrants that the Equipment is being loaned to Customer and will be used for business and commercial purposes only. The Customer shall, at its own cost and expense, keep the Equipment in good repair, condition and working order and shall furnish all parts and servicing as required.
5. EQUIPMENT TO REMAIN PERSONAL PROPERTY. The Company and Customer hereby agree that the Equipment shall always remain and be deemed personal or moveable property even though the Equipment may hereafter become attached or affixed to realty. The Customer shall be responsible for the installation and removal of the Equipment and shall indemnify and save the Company harmless from any damage to any real estate, building or structure arising from the installation or removal of the Equipment. The Customer shall not, without the prior written consent of the Company, make any alterations, additions or improvement to the Equipment. All such alterations, additions and improvements shall become part of the Equipment and shall be the property of the Company. The Company shall have access to the Equipment at all reasonable times for the purpose of inspecting the Equipment.
6. ADD-ON EQUIPMENT: The Customer and the Company agree that additional equipment (add-on Equipment) may be provided pursuant to this agreement. The agreement for such add-on Equipment shall be subject to the terms and conditions of this Contract except as specifically provided in writing. Any such writing, which may include a purchase order issued by the Customer for such add-on Equipment, shall provide: (1) reference to this Contract; (2) a description of add-on Equipment; (3) the Term of such Agreement; (4) the payment frequency and number of payments; and (5) the payment amount for the add-on Equipment

7. **LAWS, TAXES AND FEES.** The Customer shall, at its sole expense, comply with all laws, regulations and orders relating to this Contract and the Equipment and agrees to pay when due all license fees, assessments and all other taxes or penalties and interest now or hereafter imposed in respect of the Equipment, its use or any interest therein, or any fee payments, including, but not limited to, all federal, provincial or local taxes however designated, levied or assessed, whether upon the Customer, the Company or the Equipment or its sale, ownership, use or operation (but excluding income and capital taxes of the Company). The Customer acknowledges that statements under the various Provincial Personal Property Security Acts may be registered by Company with respect to this Contract and hereby waives receipt of, and the right to receive, a copy of any such registered statement or verification statement with respect thereto. The Customer agrees to pay to the Company a documentation fee of \$45.00 to be billed with the first payment to cover the account set-up administration and registration costs of the Company. The Customer also agrees to pay a fee of \$5.00 for each invoice, notice or statement produced and sent to the Customer should payment hereunder, for whatever reason, not be made by pre-authorized means.

8. **TERMINATION AND RENEWAL.** Upon termination of this Contract or upon the Customer's default, the Customer shall, at its own expense, deliver the Equipment to the Company at such place as the Company may designate in writing. The Equipment shall be delivered to the Company in good order and repair except that ordinary wear and tear shall be accepted. The Customer shall give the Company ninety days (90 days) written notice prior to termination of this Contract of its intention to return the Equipment. If the Equipment is returned but incomplete, the Customer shall be fully liable to the Company for the value of the unreturned components as determined by the Company. If the Equipment is not delivered to the Company or the Company has not been notified of the Customer's intent, this Contract shall be automatically renewed for an additional twelve (12) month term subject to the same terms and conditions hereof (including the renewal provision) and the periodic fee payable during such renewal period will be the amount due for the last such period prior to the expiry of the initial Term of this Contract.

9. **ASSIGNMENT.** The Customer agrees not to transfer, sell, assign, sublet, pledge or encumber the Equipment or any part of the Equipment or any rights or obligations under this Contract without the prior written consent of the Company. And, notwithstanding, the Company's consent, the Customer, its heirs, executors, administrators, successors, trustees and assigns and any guarantor shall remain jointly and severally liable under this Contract together with the Customer's assignee. The Company shall be paid a fee of \$100.00 on account of its processing costs associated with an assignment. The Company may at any time sell, assign or transfer this Contract and the Equipment; the Company's will have the same rights and benefits the Company now has under this Contract and the Company will be released from its obligations; the rights of the transferer will not be subject to any claims, defenses or setoffs that you may have against the Company or any other person. All payments due and to become due under this Contract and assigned by the Company shall be paid directly to the Company's assignee upon written notice of such assignment to the Customer

10. **INSURANCE.** The Customer assumes the entire risk of loss or damages to the Equipment from any cause whatsoever. The Customer shall pay such amounts in equal installments allocated to each payment.

11. **COLLECTION CHARGES.** If any part of any sum is not paid when due, Customer agrees to pay Company a late charge of Five Dollars (\$5.00) for each month said amount is delinquent, plus interest on the delinquent payment from the due date until paid at the rate of 24% per annum. If a cheque is returned to the Company by the Customer's bank, the Customer will pay the Company a charge stipulated at \$25.00 or the actual bank charges to the Company.

12. **NOTICE.** Until the Company and Customer notify each other of any new address in writing, any invoice or notice required by this Contract or by law is validly given when mailed, postage prepaid by first class mail to the address provided herein. Company and Customer hereby agree that all documents, including this Contract sent by facsimile or other means of electronic transmission to the other party shall be considered original documents.

13. **DEFAULT:** The Customer is in default under this Contract, (1) The Customer fails to pay any Payment or any other amount due under this Contract when due, (2) Customer fails to comply with any other provision of this Contract, (3) Customer defaults under any other contract between Company and Customer under the terms of any other indebtedness, (4) Any representation or warranty which the Customer makes to the Company is or becomes untrue, (5) Any of the Equipment is lost, stolen, damaged or destroyed and such loss, etc. is not covered by insurance, (6) Customer makes any assignment for the benefit of creditors

14. **ENTIRE AGREEMENT.** This Contract contains the entire agreement between the Company and the Customer. Notwithstanding the foregoing, the Customer hereby authorizes the Company, without further notice, to complete the description of the Equipment including the quantity and serial numbers and other identification data when such is determined. To fill any blank spaces on this Contract, to date the Contract and to make such other clerical modifications as may be required. This Contract shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns.

15. **GOVERNING LAW.** This Contract shall be interpreted and enforced in accordance with the laws of the province in which the Equipment is located. The Customer waives the provisions of The Limitations of Civil Rights Act (Saskatchewan), Sections 19 to 24, of the Sale of Goods on Conditions Act (British Columbia) and Sections 47, 49, and 50 of the Laws of Property Act (Alberta).

16. **CREDIT INVESTIGATION:** The Customer and guarantor consents to the Company conducting a personal investigation or credit check upon them, subject to applicable legislation.

17. **CONTRACT REPLACEMENT.** If the Customer has a contract that is being terminated and replaced by this Contract, Customer hereby acknowledges and consents that the remaining balance of payments and other amounts owing under any such replaced contract are included in the payment amounts due under this Contract.

18. **MISCELLANEOUS.** This Contract and all other documents associated with this Contract and all communications shall be in English. Les parties aux presentes conviennent que ce document soit redige en anglais. No waiver by the Company of any default shall constitute a waiver of any other default by the Customer or waiver of the Company's rights. If more than one party signs this Contract as Customer and Co-Customer, each party shall be jointly and severally liable. In the event that any provision of this shall be invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of any other provision of this Contract. The Customer agrees to execute such further documents as may be required, to give effect to this Contract. For greater certainty, no terms in any purchase order will amend this agreement except a purchase order pursuant to paragraph 6 above.

19. The Customer agrees to have read and accepted the "terms of usage policy" posted on the Point to Point web site. Web Site: <http://www.ptpbroadband.com>

**Accepted By Company: Point to Point Broadband Inc**



\_\_\_\_\_  
**Point to Point Broadband Representative**

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

\_\_\_\_\_  
**Customer Name**

X \_\_\_\_\_  
**Customer Signature**