



## Terms of Service & Fair Use Policy

Welcome to NorthNet (2555101 Ontario Inc.), the following terms and conditions apply to any residential services offered by us. Commercial and custom services may have additional terms and conditions that will be provided in a separate contract prior to activation of the service.

The terms of service and fair use policy shown here will be subject to occasional changes and revisions where and when necessary. A notice will be provided by email notifying you of such changes 30 days in advance of when they would occur. An electronic copy of this contract (PDF) can be downloaded **HERE**.

### Terms of Service

Typical residential service install process, fees, terms and conditions:

1. A service installation request is made, and an appointment will be scheduled to verify and confirm service availability within a 10-day period.
2. 100\$ installation fee due after service coverage is confirmed but before the installation visit.
  - 2.1. This fee includes the installation of all necessary equipment for a typical installation; router, radio equipment, PoE adapter, and associated labor. Some installations require more equipment, this would be discussed in a formal written quotation before installation.
  - 2.2. NorthNet maintains ownership of the provided equipment, should the service be canceled this equipment shall be returned in good working order, if the equipment is not returned at cancellation the customer will be required to cover the undiscounted retail cost of replacing the equipment plus any costs we incur recovering the equipment.

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- 2.3. An installation and / or service call can only be scheduled within an agreed timeframe with the client and NorthNet, should there be any applicable charges with a service call these will be discussed prior to the appointment.
3. Monthly service charges will be due paid in advance starting from the installation date.
  - 3.1. All NorthNet service plans are sold with a 1 year contract, meaning if the client wishes to cancel within the first year from the installation, an early cancellation charge of \$100 will apply. Note there is a 15 day trial period where the client may choose to cancel for any reason at no additional cost.
  - 3.2. After the 1 year service contract expires the service will continue on a month to month basis.
  - 3.3. Should you feel you are not receiving the promised quality of service (see fair use policy section below), please do not hesitate to contact NorthNet with your concerns, if the problem cannot be resolved in a timely fashion and you wish to terminate the contract NorthNet can (given proof of inadequate service – service tickets) provide a refund of the installation cost and disconnect the service at no cost per your request.
  - 3.4. All NorthNet services are unlimited data plans, no charges will be incurred for excessive data consumption. Please note however the reasonable use policy applies to help assure great service quality to all customers. NorthNet reserves the right to terminate service (with 14 days' notice) should it feel a client is in violation of these terms and / or the reasonable use policy.
  - 3.5. NorthNet advertised network speeds are maximum speeds. Actual speeds vary due to the use of quality of service (QoS) packet scheduling. This is done to assure that video streams without long wait times and video conferencing functions as expected at all times, this function is explained in greater detail in the fair use policy below.
4. Maintenance and service outages

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- 4.1. While we do our best to maintain a robust network with minimal downtime, some downtime is inevitable for maintenance and servicing, should you require an uninterruptible connection you can contact us for business / custom service connections.
- 4.2. Outages for updates / servicing will be scheduled at low traffic times where possible (2AM to 4AM).
- 4.3. Major outages for upgrades will be performed with notice when possible.
- 4.4. Emergency repairs and servicing will be completed as quickly as possible to reduce the impact to our customers.
5. Network monitoring and retaining evidence
  - 5.1. NorthNet monitors and records traffic NetFlow for assuring compliance with these terms and the CRTC internet code.
  - 5.2. No private information is recorded in this process and this information will not be shared unless there is a court order requesting access to these records.
  - 5.3. DMCA copyright complaints will be forwarded to the offending party at the request of the plaintiffs, note however your identity will not be revealed unless requested through a court order. Please note however these notices should be taken seriously and the illegal use should be stopped.
  - 5.4. Clients are accountable for any legal or illegal use of the provided internet connection.
6. Disconnections may occur with reasonable notice (14 days) if the client;
  - 6.1. fails to pay an account that is past due, provided that it exceeds \$50 and has been past due for more than two months;
  - 6.2. fails to provide or maintain a reasonable security deposit or alternative when requested to do so by the service provider; or
  - 6.3. agreed to a deferred payment plan with the service provider and fails to comply with the terms of this plan.
  - 6.4. fails to adhere to the terms of service and / or fair use policy described here.



## 7. Legals

- 7.1. You cannot transfer or assign your service or agreement to someone else.
- 7.2. You are responsible for making sure that anyone who uses your services complies with these terms.
- 7.3. You are responsible for protecting the security of any user names or passwords relating to your account so that others do not gain unauthorized access to your services or account.
- 7.4. You are responsible for making sure that any information you have provided to us is up-to-date and accurate, and for letting us know if it changes within 7 days.
- 7.5. You are prohibited from using this service for;
  - 7.5.1. Transmitting unsolicited messages, which, in the sole judgement of NorthNet, causes significant disruption or elicits complaints from other internet users.
  - 7.5.2. Harassing users or groups in any way.
  - 7.5.3. Impersonating users from NorthNet or any other Internet service providers in any way.
  - 7.5.4. Uploading or downloading, transmitting, posting, publishing, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to information, software or other material which is (i) confidential or is protected by copyright or other intellectual property rights, without prior authorization from the rights holder(s); (ii) is defamatory, obscene, child pornography or hate literature; or (iii) constitutes invasion of privacy, appropriation of personality, or unauthorized linking or framing.
  - 7.5.5. Transmitting, posting, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any program or information designed to assist users in defeating copy-protection, registration and any other anti-theft



mechanisms associated with commercial or shareware programs.

- 7.5.6. Transmitting, posting, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any program or information designed to assist in the fraudulent use of telecommunications services.
- 7.5.7. Using an Internet host's resources in a manner not authorized by its administrators. This includes mail relaying, transmitting chain letters, make-money-fast or pyramid style schemes of any sort.
- 7.5.8. Posting or transmitting any information or software which contains a virus, "cancelbot", "trojan horse", "worm" or other harmful or disruptive component.
- 7.5.9. Compromise the privacy of other users.
- 7.5.10. Forging any part of the TCP/IP packet headers in any way.
- 7.5.11. Analyzing or penetrating an internet host's security mechanisms.
- 7.5.12. Causing an Internet host to become unable to effectively service requests from other hosts.
- 7.5.13. Reselling bandwidth to other clients.
- 7.5.14. Using this connection for a file sharing server.

## **Fair Use Policy**

NorthNet works hard to provide fair pricing and services to its clients, but also expects clients to be equally fair and reasonable in its service use.

The following applies to all NorthNet services;

- 1. Net Neutrality:** NorthNet is a net-neutral service provider meaning no ports are blocked and your connection can be used for anything you see fit providing it is legal per Canadian laws and regulations.

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- 2. Quality-of-Service:** NorthNet uses quality of service packet scheduling to assure a high quality of service to its clients. This ensures that your voice and video calls will come through clear, online games can be played without lag and latency problems and your video streaming services will deliver their promised video quality without excess buffering times. This method of prioritizing traffic however will reduce the speed of large TCP downloads where necessary to ensure high priority services are served first. This may show as occasionally lower speed test results and slower file download speeds.
- 3. Advertised maximum speeds:** NorthNet services are sold on the maximum bandwidth capacity they have available please note however that packet scheduling (prioritization), will affect speed test results occasionally while ensuring best customer experience.
- 4. Symmetrical connections:** all of NorthNet's services are symmetrical connections (equal down and up speed limits), this helps dramatically improve user experience when video calling, gaming, streaming, using security cameras and other applicable uses.
- 5. Fair-use:** "Excessive" use of bandwidth or resources is not permitted with any NorthNet account. Customers requiring "no bandwidth limitations" are instructed to seek dedicated service options. If excessive use by an account is such that it potentially impacts NorthNet's ability to provide Internet Services or that network resources need to be protected, the account may be suspended immediately and without notice to the account holder.