

**Equipment** – **The radio receiver, any mounting hardware, cables, PoE adapter, router that we provide for your hookup remains the property of Homestead Enterprises (“hereafter” HE).**

**Fees** - The Customer shall pay the fees for the Services at the rates according to the current rates plus applicable taxes. Payments for the Fees shall be due and payable by the Customer to HE monthly or yearly in advance. Invoices will be issued monthly and are payable in accordance with the invoice terms stated on each invoice.

**Our Service** – Is intended for general usage / surfing and access to the internet. HE service does not offer any email or data hosting service. The Subscriber(s) and the Users of their account agree not carry out any type of illegal activity on our system including the downloading of Copyrighted Material via file sharing programs. Violation can result in legal prosecution, disconnection and account closure.

**Throughput Speed** – The speed at which data will transfer from our provider, through our system to your CPE. Throughput speed may vary, depending on time of day, general internet traffic, subscriber owned equipment and subscriber premise load. Connection speed represents the speed of a connection and does not represent a guarantee of available end-to-end bandwidth.

**Service Interruptions** – We do not guarantee uninterrupted service, nor do we guarantee the quality or accuracy of data passing through our network. For greater certainty, Interruption does include any HE Equipment or network failure associated with Internet connections outside of HE's core network, any failure caused by the Customer equipment, any failure caused by power outage or human error or any failure due to termination of the Services by HE in accordance with the terms of this Agreement.

**Content** – We do not filter content passing through our system. Please be sure to configure your web browser to filter out any unwanted or explicit content received.

**Privacy** – The Subscriber and their Users will not make any attempt to gain access or make changes to other User accounts / computers/ connections, on our network. Any such attempt will result in immediate disconnection from our network and closure of the Subscriber’s account. We do monitor for this type of activity.

**Internet Security** – HE will provide reasonable security to protect data from being intercepted and read, during transfer. HE will not be held liable for attacks to a Subscriber’s computer / equipment, from hackers, viruses, Trojans, worms, or any other type of malware or spyware. Each Subscriber is required to provide his / her own anti-virus / anti-spyware protection and security software to prevent the spread of infections on the HE Network. All Subscribers are responsible for keeping their browser security settings correctly configured and their anti-virus / anti-spyware / security software active, and updated.

**Sharing / Reselling** – Sharing with your neighbor or reselling of your internet connection is absolutely prohibited. Any Subscriber found in violation will have the equipment removed from their premises and their account closed.

**Service Calls** – If you require technical assistance with the connection at your location, HE will dispatch a technician at a rate of \$50.00 per hour or partial hour. If the “issue” at your location is deemed to be a “HE issue” then the service fee will be waived.

**Emergency Access to Restore Services** - The Customer agrees to provide access to its premises immediately upon HE's reasonable request at no charge to HE where HE requires such access in order to remedy or restore any Services. The Customer must provide such access in order to retain any remedial rights or credits to which it may be entitled to make the repairs.

**Line of Sight** – " Line of Sight" or "LOS" is required for all 2.4 Ghz connections. During installation to our network, we will make you aware of the status of your "LOS" and how you may lose your "LOS" in the future, if trees or shrubbery between our tower and your location is allowed to grow into the way of your "LOS". If you lose your "LOS", your connection to our network will degrade over time to the point where you will no longer be able to receive "LOS" service. Your "Line of Sight" is an important issue. HE is not responsible to maintain your "Line of Sight". Now, in the event that you do lose your "Line Of Sight", HE can provide a "Non-Line of Sight" service available to you. This option will be discussed at time of installation.

**Delinquent Accounts** – Any Subscriber account delinquent in excess of 30 days will have service suspended. Any Subscriber account delinquent in excess of 60 days will be closed. All means and costs of collection of delinquent / closed Subscriber accounts will be added to the outstanding balance on the Subscriber's account.

**Disconnection of Service** – In the event that a subscriber chooses to discontinue service with HE, the subscriber must give 30 days' notice via email to [info@homested.ca](mailto:info@homested.ca) and permit HE "right of access" to remove our equipment from the subscriber's premises. The account must be paid up in full before HE will consider it closed.

**Limitations of Liability** – HE Wireless, it's associates, technicians, and providers, will not in any way, shape, or form, be held responsible at any time, for use, or misuse of a Subscriber's account, by the Subscriber, his / her users, or anyone else accessing the Subscribers computer system / files directly or indirectly through our system. . HE's liability to the Customer under this Agreement, if any, shall not exceed the total Fees for the Service(s) in question during the month in which the event giving rise to the liability occurred. HE's liability to the Customer, if any, shall be limited to direct damages. In no event shall HE be liable for lost profits, loss of data, economic loss, or any other indirect, incidental, consequential, special, exemplary or punitive damages of any kind (even if HE has been advised of the possibility of such damages), arising out of or in any way connected with this Agreement. These limitations apply to all causes of action, including breach of contract and tort (including negligence).

HE is not liable for protection of privacy of electronic mail or other information transferred through the Services or any other network provider its customers may utilize.

Homsted Enterprises reserves the right to refuse service to anyone who does not abide by these terms, or anyone whose equipment has a negative impact on our network.

Before using our service you must accept the Terms set out on this page. By using our service, it is assumed that you have read the Terms of Service and agree to abide by them.

## **ACCESS TERMS AND CONDITIONS**

This agreement sets out the terms and conditions on which wireless internet access ("the Service") is provided. Your access to the service is completely at the discretion of Homested Enterprises. Access to the Service may be blocked, suspended, or terminated at any time for any reason including, but not limited to, violation of the Agreement (which include the ``Terms of Service`` policy), actions that may lead to liability for Homested Enterprises, disruption of access to other users or networks, and violation of applicable laws or regulations. Homested Enterprises reserves the right to monitor and collect information while you are connected to the service and that the collected information can be used at discretion of Homested Enterprises, including sharing the information with any law enforcement agencies, Homested Enterprises partners and/or Homested Enterprises vendors. Homested Enterprises may revise this Agreement at any time. You must accept this Agreement each time you use the Service and it is your responsibility to review it for any changes each time. We reserve the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the service. By agreeing to the acceptable use of the service and the terms of service, I confirm that I accept these terms and conditions as the basis of my use of the wireless internet access provided by Homested Enterprises.