

NRTC Communications  
**TERMS AND CONDITIONS**

NRTC Communications ("NRTC") provides Internet access and information services ("Service") to you subject to your compliance with the terms and conditions listed below ("Agreement").

Please read this Agreement carefully. By accessing the Service you agree to be bound by this Agreement. If you do not wish to be bound by this Agreement, you may not access or use the Service.

**1. PAYMENT FOR THE SERVICE**

1.1 You agree to pay all charges for Service and Equipment monthly in advance according to their due date at NRTC's current rates.

1.2 If your payment is not honoured by your financial institution when presented for payment by NRTC, you will be subject to a returned cheque charge of \$25.

1.3 All fees are subject to change by NRTC upon e-mail notice to you.

1.4 NRTC may require the payment of a security deposit as a condition of Equipment Rental and may refuse or discontinue Service if you do not provide a deposit. This deposit plus interest will be credited to your Internet account if the account is kept in good standing for a period of one year. At the time of disconnection, NRTC may apply the deposit to any overdue account balance.

**2. EQUIPMENT**

2.1 You agree that you have rented the DSL Modem installed at the service address upon the express condition that it will at all times remain the exclusive property of NRTC.

2.2 You agree that the DSL Modem will not be moved to another address, loaned, rented, assigned or transferred to a third party without the prior written consent of NRTC. If you move, NRTC reserves the right to demand the return of the DSL Modem.

2.3 You will not disturb, alter or tamper with the DSL Modem. You will safeguard the DSL Modem from damage and will not permit anyone other than a representative of NRTC to perform any work on the DSL Modem.

2.4 NRTC will maintain and repair the DSL Modem at its cost except any maintenance or repairs due to misuse, abuse or lack of reasonable care of the DSL Modem.

2.5 You acknowledge absolute responsibility for the DSL Modem installed at the service address and agree to reimburse NRTC for any damage to or loss of the DSL Modem. Absence of negligence on your part does not release you from your obligation to reimburse NRTC.

**3. TERM OF AGREEMENT**

This Agreement automatically renews, on the same terms and for the same time period, on the expiration of the package you originally signed up for.

**4. TERMINATION**

4.1 By You: You may terminate this Agreement on written, e-mail or telephone notice to NRTC at any time after the initial 3 month minimum term of this Agreement.

4.2 For Non-Payment of Fees: NRTC may, upon 10 days written or e-mail notice to you, terminate this Agreement if you fail to pay your accounts when due. On default you agree that all lawyer and/or agent's costs of recovering the debt are also payable on a solicitor or agent basis.

4.3 For Cause: NRTC may terminate this Agreement, without notice, if you breach any provision of this Agreement.

4.4 Continued Obligation on Termination: Termination of this Agreement shall not relieve you of your responsibility to fulfill your financial obligations for the Services provided to you prior to termination.

**5. USE OF THE INTERNET**

You agree:

- (a) that you are at least 18 years of age;
- (b) not to permit any other person to access the Internet through your account or to divulge your account password to any other person;
- (c) that you are responsible for the security of your password;
- (d) to use the Internet for lawful purposes only. Transmission of any material in violation of a Federal, Provincial, or local regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret. Investigation of you by any government body in relation to your use of the Internet will be deemed to be a breach of this provision;
- (e) to follow the guidelines of NRTC's Acceptable Use Policy and not engage in abusive conduct on the system and/or the Internet and its resources as a whole. NRTC has the unfettered discretion to determine from time to time what is abusive conduct or acceptable use of the Internet access system;
- (f) to comply with the rules of any other network accessed through the Internet connection provided by NRTC; and
- (g) that NRTC has the right to limit your space for e-mail if NRTC decides, in its sole discretion, that you are abusing your e-mail space.

If NRTC determines that you have breached any of these provisions,

NRTC may, in its sole discretion terminate this Agreement without notice.

**6. REFUNDS**

6.1 The maximum refund allowed is 3 months worth of service.

**7. LIMITATION OF LIABILITY OF PROVIDER**

**7.1 No Liability**

(a) NRTC makes no warranties of any kind, whether express or implied, for the Service it is providing. NRTC disclaims any warranty of merchantability or fitness for a particular purpose.

(b) NRTC will not be responsible for any damage suffered by you. This includes, but is not limited to, loss of data resulting from delays, non-deliveries, service interruptions, NRTC's negligence or your errors or omission.

(c) NRTC will not be liable for any claim made as a result of the performance or non-performance of the Service in connection with facilitating the connection of your hardware to the Internet.

(d) You acknowledge that connecting your hardware to the Internet may require the assistance and co-operation of the applicable telephone line carriers (the "Carriers"). NRTC accepts no responsibility or liability for the acts of the Carriers in connection with the Carriers' assistance in connecting you to the Internet. NRTC makes no representation or warranty, express or implied, that the telephone line will provide you with continued, uninterrupted access to the Internet.

7.2 Force Majeure: Provision of the Service by NRTC may from time to time be delayed by causes beyond its reasonable control.

**7.3 Information on the Internet**

(a) NRTC exercises no control over the content of the information obtained through the Service. Use of any information obtained via the Service is at your own risk. NRTC specifically denies any responsibility for the accuracy, quality, completeness, legality, merchantability or fitness for a particular purpose of any information obtained through the Service.

(b) NRTC does not guarantee that any information, software, or other material accessible through the Service is free of viruses, worms, Trojan horses or other harmful components.

7.4 Confidentiality: NRTC does not guarantee the privacy of your files or e-mail, or guarantee that your computer system will be secure against unauthorized access by other users of the Internet. You are responsible for supplying your own encryption software and ensuring that it provides adequate protection to you.

**7.5. Limitation of Damages**

(a) In any event, NRTC's liability for damages shall be limited, in the aggregate, to your actual direct damages and shall not exceed the amount paid by you to NRTC in the three months preceding the damage.

(b) In no event, will NRTC be liable to you for the payment of any consequential, indirect or special damages including lost profits.

**8. INDEMNITY**

You shall indemnify and save harmless NRTC from and against all claims, losses, damages, judgments, costs, expenses, fines, penalties and legal costs and disbursements suffered by NRTC in connection with:

(a) any action or other proceeding made, sustained, brought, prosecuted or threatened to be brought or prosecuted against NRTC arising out of any injury to any person or damage to any person or property in respect of the use of the Internet;

(b) by your introduction of a virus, worm, Trojan horse, or other harmful component into the Internet or any equipment of NRTC, whether advertent or inadvertent; or

(c) any breach by you of this Agreement.

**9. MISCELLANEOUS**

9.1 Entire Agreement: This Agreement constitutes the entire agreement between you and NRTC. This Agreement supersedes any previous representations, understandings or agreements and shall prevail notwithstanding any variance with the terms and conditions of any order submitted.

9.2 Severability of Provisions: If any provision of this Agreement is invalid or unenforceable for any reason whatsoever, no other provisions of the Agreement shall be affected thereby, and all such provisions shall continue in full force and effect and such unenforceable or invalid provision shall be severed from the remainder of this Agreement.

9.3 Waiver: A lack of strict enforcement of any provision of this Agreement by NRTC shall not be construed as a waiver of such provision.

**9.4 Applicable Law**

The laws of the Province of Ontario and the Federal laws of Canada shall govern this Agreement.

This document is subject to change without notice.

May 2004, NRTC Communications