

**Canadian Fiber Optics Corporation Sales Agreement**

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**General**

1. This is a contract between you and Canadian Fiber Optics Corporation (CFOC). It spells out the terms and conditions which apply to your use of any of CFOC's Internet access service offerings provided by CFOC (collectively known as the "Service") for the Service plan that you have selected.
2. By opening a CFOC Internet Services account under your name or by using any of the CFOC Internet Services or mobile applications, you are agreeing to be legally bound by and abide by the terms of this Agreement. If you do not agree to be bound by this Agreement, you may not subscribe for, access or use the Service. The software provided with the Service and its use is subject to license terms posted on CFOC's web site or provided to you as amended from time to time. Use of CFOC's web site is subject to terms posted on such web site from time to time.
3. You may stop using the Service at any time and terminate your account by contacting CFOC through the toll-free number identified on the CFOC web site and requesting account termination.
4. By subscribing to and using the Service, you consent to the collection, use and disclosure of personal information we have about you as described in CFOC's Privacy Policy and Acceptable Use Policy found at [www.canadianfiberoptics.ca](http://www.canadianfiberoptics.ca)

**Access Agreements**

1. I agree that I am the property owner and/or have authority to provide access for the purpose installation and construction of fiber services.
2. I do not have any unregistered/personal underground infrastructure that would not be identified by locating services? If I do, I will notify CFOC at [onecall@CanadianFiberOptics.ca](mailto:onecall@CanadianFiberOptics.ca), by telephone listed on the website, or in person – prior to any construction required.
3. A small NID (network interface box) may be placed on the outside of the house in a location determined by the CFOC designated installation team.

**Billing and Promotions**

1. Monthly pricing for services is as follows:

100 Mbps		250 Mbps		1,000 Mbps	
2 year	Monthly	2 year	Monthly	2 year	Monthly
89.00	99.00	119.00	129.00	139.00	149.00

2,500 Mbps					
2 year	Monthly				
219	269				

Parental Controls	9.00	Monthly, No Term
Network Security	9.00	Monthly, No Term
WiFi Mesh	19.99	Monthly
Static IP	9.99	Monthly

2. Any promotions you received will show up on your bill as discounts. Once the promotion term has ended, the pricing will revert to the month-to-month pricing.
3. If a static IP is required for any reason, the customer will be required to buy one.
4. 2 year service plans are only available to those who sign up on pre-authorized payments.
5. CFOC will provide you with a monthly bill in electronic format made available to you over the Internet and email, setting forth the incurred for use of the services. You can visit this website at <https://billing.canadianfiberoptics.ca>. You It is your responsibility to create an online account management profile, to subscribe to electronic bill notification and to check your online account every month for your bills.
6. Regularly recurring charges are billed on the first day of each month. Your account's first charge will occur on the day the service starts, accounting for services to the end of the month. All charges thereafter will be withdrawn on the 1<sup>st</sup> day of the month. All bills are due upon receipt. If your bill is lost or if you do not receive a bill, you are still responsible for making the required payment to CFOC.
7. You may change your service plan at any time. If you received a promotional offer or gift in exchange for maintaining a minimum level of services, cancellation fees will (or may) apply if you downgrade below the minimum (see **Termination Clause**). Charges for additional recurring monthly services will be reduced in the first month to reflect the number of days remaining until your next invoice.
8. Bills made available through the CFOC portal supplied on signup, and payments are received when they are posted. Charges not paid before the end of the grace period shown on your bill are assessed a late payment charge of 2% per month (26.82% per year), calculated from the billing date for those charges, which you must pay in addition to all other amounts owing to CFOC. Administrative and collection charges may apply, in accordance with CFOC rules and policies, if your account goes into arrears, including as a result of returned or rejected payments or your failure to inform CFOC of any change to your account information for pre-authorized payments.
9. If you subscribe to a pre-authorized payment method, you waive pre-notification of the amounts and dates of debits from your account. CFOC may require you to make interim payments for non-recurring charges you have incurred in the period between two monthly bills, for such services as are identified to you with the demand for payment. The grace period for the payment of charges so identified expires three days after you receive the demand for payment.
10. If applicable, rental equipment must be returned in good condition upon cancellation of service, otherwise the replacement cost will be charged to the account.
11. Unless otherwise depicted by promotional details or other agreements, one-time costs are:

Installation	150.00	One time
Equipment or CPE Replacement	250.00	One time
Repair	90.00	hourly
Wire Run	90.00	hourly

12. Once the contracted term is complete, the client will automatically revert to a month-to-month contract and will be billed as outlined in the contract.

**Termination**

1. CFOC may suspend or restrict the Service or terminate this Agreement and the Service at any time if:
  - a. the operation or efficiency of the Service is impaired by the use of your account; or
  - b. any amount is past due from you to CFOC; or
  - c. there has been or is any breach of any term or condition of this Agreement.

2. CFOC shall have no responsibility to notify any third-party providers of services, merchandise or information of such termination or suspension. Any termination of this Agreement shall not relieve you from any amounts owing or other liability accruing hereunder prior to the time that such termination becomes effective.
3. Users of the Service will also be subject to The CFOC Internet Services Acceptable Use Policy, which is located at [www.canadianfiberoptics.ca](http://www.canadianfiberoptics.ca) and such other policies as CFOC may adopt with respect to the Service and post at such web site from time to time during your use of the Service.
4. If you cancel the Service to a lower internet speed service offering, cancellation fees will result in a fee calculated based on \$25 per month plus applicable taxes for every full month remaining in the term of the Service. For example, if you were to cancel your Service with 6 months left in your term, the early cancellation fee would be \$150. All other charges relating to your Service then due and owing will remain due upon the cancellation of the Service.
5. If you received a gift for your subscription (i.e. Free WiFi Router, Free Installation) the cancellation fee described above includes the retail value of the promotional gift received over the contract term. Taxes apply to cancellation fees.
6. If you received a gift for subscribing to a promotional service (i.e. Free WiFi Mesh on "Experience Promo") the cancellation fee for this will be \$15.00 per month plus applicable taxes for every full month remaining in the term of the Service.

#### Whole Home Wi-Fi

1. Whole home Wi-Fi requires a tech to test your home Wi-Fi connection to ensure it remains below a threshold of -70Db in your home, within reasonable limitations. This does not guarantee coverage in each corner of your home, but is conducted on a best effort basis, within reasonable limitations as stated in this agreement.
2. Should your home see greater than -70Db in a specific room/s a tech can deploy up to one mesh unit at no additional cost to the customer, as included in the promo you signed up for. Additional mesh units (two or more) may be deployed in a customer's home can be purchased for an additional price per unit.
7. Deployment of mesh units requires either a suitable wireless signal within the home or a reasonable pathway for techs to run a wire to the mesh unit. If extraordinary measures such as a wire run are required, the customer may be charged a wire run fee for the installation of each mesh unit.
8. Installers will test and ensure a reasonable and quality connection using the 3 most trafficked areas of the home - this provides the best possible basis for healthy connection and Whole Home Wi-Fi. Installers may provide a mesh for extended premises such as detached garages at their discretion and depending on signal strength.

#### Equipment

1. All electronic devices will be owned by the client. You must provide a suitable location for the installation of any required equipment and associated components to be used for access to the Service.
2. You agree that CFOC is not responsible for any damage to or loss of your data, your equipment or your software arising from installation or maintenance of the Service or from other services provided at your premises. CFOC recommends that you back-up all existing computer files and any other data or content stored on the device you use to access the Service by copying them to a different storage device prior to the installation or maintenance of any CFOC Internet Services equipment or software.
3. All equipment has manufactured warranty for 1 year. You may subscribe to promotions that provide equipment replacement on your select pieces of gifted equipment. Provided that it falls within warranty guidelines of general wear and tear, CFOC will supply replacement equipment. CFOC will require the faulty equipment back.
4. The Service may interrupt the functioning of some home or business security systems that use the same data connection as the Service. You agree that

CFOC is not responsible for any such problems or interruptions of your security service or complications arising from any such problems. You are responsible for ensuring that your premises are appropriately wired to ensure proper functioning of any home or business security systems, prior to installation of the Service.

5. You acknowledge that signal range and penetration of services' wireless capabilities will depend on factors such as the number and density of walls and ceilings in the networked area and the distance between the high speed wireless gateway and your computer(s). The high-speed wireless gateway may be susceptible to interference from other devices such as cordless phones, microwave ovens and electric motors.

#### Support

1. All residential service and support inquiries should be made to 1-888-236-2947, Monday to Friday, 8 to 5PM MST. Assistance is limited to your problems using the CFOC Internet Services and may exclude problems related to certain equipment and software, as specified by CFOC, in its discretion. CFOC cannot guarantee the resolution of any particular problem.
2. As a condition of providing such assistance you agree that CFOC will have no responsibility or liability for any loss or damage of any kind that either you or your system should incur as a result of support assistance provided by CFOC and its personnel, whether CFOC employees or contracted agents.
3. During the term of this Agreement, CFOC will provide remote support for all service issues. If onsite support is required on any client owned equipment, extra service charges (minimum \$90) may apply if the resolution of the problem was determined to be the customer's responsibility.
4. CFOC will not be responsible for the networking of personal computers or any other devices by the Customer whether or not such networking is done by the Customer using CFOC provided equipment. Where the Customer has a gateway device provided by CFOC, CFOC's support shall be limited to CFOC using reasonable efforts to assist the Customer with general trouble shooting efforts with respect to networking issues. Such trouble shooting efforts by CFOC may consist of simply referring the Customer to an authorized dealer for assistance. If the Customer chooses to seek such dealer assistance for networking issues, such assistance will be subject to the dealer's then current applicable charges which will be the Customer's sole responsibility.
5. Firewalls, Virtual Private Networks (VPN) and network management are beyond the support boundaries provided by CFOC for dedicated Internet services unless a management agreement is in place.
6. CFOC representatives may request information about you, your location, account and computer configuration for the purpose of providing end user support. Should you refuse to provide this information, CFOC reserves the right to deny further support assistance to you.
7. CFOC reserves the right to deny support based on abuse to CFOC personnel, verbally or otherwise. CFOC can not be held in any way liable for any damage, caused indirectly or directly as a result of denying support on such basis.
8. If you are connecting your own devices, it is your responsibility to ensure that your equipment and software meet the current minimum system requirements specified by CFOC as being necessary for access to the services.
9. Equipment purchased from CFOC is supported per the manufacturer's warranty period (individual manufacturer's warranties vary; check specific manufacturer for the warranty period).
10. Extended warranty support programs may be available through a CFOC promotion, which extends the manufacturer replacement warranty, on select pieces equipment, to a maximum of 2 years.

#### Service Changes

1. CFOC reserves the right to change the Service plan features, minimum equipment and software requirements and any other aspect of the Service at any time, at CFOC's sole and absolute discretion without any advance notice to you. CFOC reserves the right to change the Service charges. CFOC will provide you with thirty (30) days advance notice of changes to the



charges for the Service. Such notice of changes to the Service charges may be provided by e-mail or other electronic means including the posting of a notice on CFOC's web site

#### **Amendments to this Agreement**

1. CFOC reserves the right to amend the Terms of Service at any time. CFOC will publish the Terms of Service and any amendments on its web site at [www.canadianfiberoptics.ca](http://www.canadianfiberoptics.ca), or any replacement sites from time to time, before such amendments become effective.
2. You are responsible for regularly reviewing the CFOC web site to obtain timely notice of such amendments. If any amendment is unacceptable, you may cancel your CFOC Internet Services account. If you use your account after the effective date of the amendment, you will be conclusively deemed to have accepted the amendment.



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