## **W!DOX** *Internet/Phone* Application Form, Page 1

REFER A FRIEND DISCOUNT	
Name:	
Phone:	_
Receive \$50 off with a new paying CUSTON	1E

	Sales Rep:	Phone:
CUSTOMER INFORMATION		
Company:Address:	Last Name: GPS Lat: Provinc City: Provinc Fax: LLD:	GPS Long: ce: Postal Code:
	nise Equipment Monthly Rental 🏻 \$0	Installation
Option A - \$69  Up to 10 Mbps Down, Up to 2 Mbps Up  Unlimited Monthly Usage  □ Option B - \$79  Up to 20 Mbps Down, Up to 4 Mbps Up  Unlimited Monthly Usage □ Option C - \$99  Up to 30 Mbps Down, Up to 6 Mbps up  Unlimited Monthly Usage □ Gold - \$169.95  Up to 50 Mbps Down, Up to 10 Mbps Up  Unlimited Monthly Usage	□ Unlimited A 3 year contract - \$49 Up to 10 Mbps Down, Up to 2 Mbps Up Unlimited Monthly Usage □ Unlimited B 3 year contract - \$69 Up to 20 Mbps Down, Up to 4 Mbps Up Unlimited Monthly Usage □ Unlimited C 3 year contract - \$89 Up to 30 Mbps Down, Up to 6 Mbps Up Unlimited Monthly Usage □ Platinum 3 year contract - \$149.95 Up to 50 Mbps Down, Up to 10 Mbps Up Unlimited Monthly Usage	Telephone:1 Phone - \$20 Long Distance: 1000 min/month  New Phone: 1. ( ) Additional Phone: (\$20) 2. ( ) PORTING REQUEST  Phone Number:  No fee. First page of last Telus bill and a signed porting request form is required.
Credit Card	pre-authorized deposits, or post-dated cheques are requested with the amount due shown on my Advanced Interactive Canada	
Card Number:	CVS:	Expiry (mm/yy):/
Cardholder's Name:  Pre-authorized Debit (PAD) Agreeme		Date Signed  rsonal Business
Financial Institution #:Transit #:	Account #:	
Bank Name:	Monthly	Annual Billing <i>(attach void cheque)</i>
Accountholer's Name:	Accountholder's Signature:	Date Signed
information on your right to cancel a PAD Agreement, I n		
Signed By:	Full Name	Date:

## Advanced Interactive Canada Inc.

please print

#312-8988 Fraserton Court Burnaby, BC V5J5H8 Canada

Signature



mm/dd/yyyy

## TERMS AND CONDITIONS AND SERVICE AGREEMENT

This Agreement is entered into, on the date herein by and between CUSTOMER ('CUSTOMER') as stated herein and Advanced Interactive Canada Inc. ('ADVINTIVE'). In addition to providing high speed access to the Internet for data, ADVINTIVE also provides an Internet phone service delivered through a high-speed Internet connection. The service from ADVINTIVE is NOT a traditional telephone service or what is deemed "primary telephone service" rather it is an extension of Internet service. Traditional telephone service is regulated by the CRTC. ADVINTIVE service is not subject to any Canadian regulation today. ADVINTIVE offers 911 services. ADVINTIVE does not offer 900 services. ADVINTIVE service is offered on a month-to-month basis for a term of one year which will automatically renew unless notice is given prior to one year anniversary of this Agreement. A valid credit card number or a pre-authorized payment instruction must be provided by the CUSTOMER. The first month begins on the date the service is activated. The monthly fee is charged upon activation regardless of whether the service is used or not. The first month is prorated from the date of account activation to the end of that month. It is agreed that this Service Agreement renews automatically and subsequent terms of this Agreement will be on a month-to-month basis without further action by any party. Countries which are included in 1000 minutes or more of Long Distance bundles are Canada and United States (lower 48 states). Calls made to mobile devices in these countries may be charged at a higher rate. The ADVINTIVE service does not function in the event of power failure. Should there be an Interruption in the power supply, the service will not function. A power failure or disruption may require the CUSTOMER to reset or reconfigure equipment prior to utilizing the Service. Notice of any changes to the 'Terms and Conditions' shall be considered given when ADVINTIVE posts the change on www.advintive.com. To keep up to date on the Terms and Conditions, CUSTOMER agrees to read the posting from time to time. Notice will be considered received by the CUSTOMER, and such changes will become binding on the date posted and no further notice will be given by ADVINTIVE. It is the CUSTOMER's responsibility to check the terms and conditions from time to time for updates and changes. CUSTOMER signature below acknowledges the Terms and Conditions herein. CUSTOMER acknowledges that they are dependent on other agencies for 911 and operator-assisted calls and as such agree to hold ADVINTIVE harmless in all situations. CUSTOMER hereby authorizes ADVINTIVE to automatically debit ADVINTIVE related fees through a credit card or a pre-authorized payment authorization.

Leased antenna, transceiver and modem units ('EQUIPMENT') are, and will remain, property of ADVINTIVE. Modems purchased through ADVINTIVE will be replaced and warranted by ADVINTIVE according to the Manufacturer's terms of warranty. Defective modems not under warranty will be the responsibility of the CUSTOMER to replace.

If service is discontinued, the CUSTOMER agrees to return the EQUIPMENT to ADVINTIVE during normal business hours, or to permit an ADVINTIVE representative to enter CUSTOMER's premises to retrieve EQUIPMENT. If the EQUIPMENT is located in premises rented by CUSTOMER, to which to owner or manager has access, CUSTOMER hereby authorizes the owner or manager to allow entry of the ADVINTIVE representative in CUSTOMER's absence. ADVINTIVE shall not be liable for nail holes, cable entry holes, etc. which are made at the time of installation and which may remain after removal of equipment. If, upon discontinuance of service, the CUSTOMER, does not promptly return the EQUIPMENT to ADVINTIVE in working condition, the CUSTOMER agrees to pay ADVINTIVE \$400.00 for the EQUIPMENT, in addition to any removal costs and any additional other monies which CUSTOMER may owe ADVINTIVE.

All promotional packages are subject to 3 Year Contract. CUSTOMER agrees to a contract service term of 36 consecutive months. Early discontinuance of service within first 12 months will result in an early discontinuance fee of \$350. Early discontinuance within second year of service will result in an early discontinuance fee of \$250. Early discontinuance within third year of service will result in an early discontinuance fee of \$100. Only in cases where the proper level of service may not be maintained will the early discontinuance fee be waived. CUSTOMER understands and acknowledges that as long as the EQUIPMENT remains in their possession, there is the capability to receive certain signals providing certain types of services. Therefore, CUSTOMER agrees to pay monthly billing to ADVINTIVE for such services until the EQUIPMENT maybe repaired or replaced. Loss or theft of the EQUIPMENT or physical damage to the EQUIPMENT is the responsibility of the CUSTOMER. CUSTOMER agrees to pay ADVINTIVE the value of the EQUIPMENT or the cost to repair. Therefore, CUSTOMER agrees to provide reasonable access to their premises so that the EQUIPMENT may be repaired or replaced. CUSTOMER acknowledges that costs of repair or replacement are subject to change and other charges related to possession and use of the EQUIPMENT may be increased at any time in accordance with applicable laws and regulations. Upon notice, CUSTOMER agrees to pay such charges or return the EQUIPMENT in good working order. ADVINTIVE reserves the right to replace or upgrade the EQUIPMENT as needs arise. CUSTOMER acknowledges that ADVINTIVE must be granted access, at all reasonable times, to the EQUIPMENT. ADVINTIVE's intent is to keep the EQUIPMENT in the best possible condition, enabling it to provide the best possible service. Service calls that reveal CUSTOMER end equipment being the cause of service interruption or malfunction will be billed at ADVINTIVE hourly rate. Peak data rate will be affected by total system loading. CUSTOMER is aware the theft of service and/or property, or willful injury, destruction or alteration of the EQUIPMENT may subject CUSTOMER to civil and/or criminal liabilities. This agreement and the EQUIPMENT are not assignable or transferable by CUSTOMER and may be used only at CUSTOMER's address, unless otherwise authorized in writing by ADVINTIVE. In the event that it becomes necessary for ADVINTIVE to commence legal proceedings to recover the EQUIPMENT, or collect payment thereof, CUSTOMER agrees to pay, as part of the judgment, ADVINTIVE's costs of recovery and collection, including reasonable attorney's fees and court costs. CUSTOMER agrees to pay all attorney's fees, court costs, filing fees, including charges or commissions that may be assessed to us by any collection agency retained to pursue this matter. CUSTOMER further agrees to pay interest at the rate of 2.0% per month (24% per year).

ADVINTIVE offers a referral discount. Discount of \$50 is applied to a referee after the second month is paid by a new referred customer.

Divinitializing holes, the CUSTOMED advantages and agrees to the terms outlined in this agreement

Authorization for Installation & Limitation of Liability

The CUSTOMER hereby authorizes ADVINTIVE to install equipment, including but not limited to antennas, on their property. The CUSTOMER represents that they have the legal authority to grant this permission and that the installation complies with any applicable property regulations, homeowner association rules, or lease agreements. The CUSTOMER acknowledges that the installation may involve modifications to the property. While ADVINTIVE takes reasonable precautions, ADVINTIVE shall not be liable for any damage to the property arising from water intrusion, weather conditions, or other natural causes following installation. The CUSTOMER assumes full responsibility for any such risks and agrees to hold ADVINTIVE harmless from any claims, damages, or losses resulting from such events. In any case, ADVINTIVE's total liability for any claims related to the installation or equipment shall not exceed the total amount paid by the CUSTOMER to ADVINTIVE in the twelve (12) months preceding the claim's acceptance by ADVINTIVE.

by initializing below, the Costolvick acknowledges and agrees to the terms oddined in this agreement.				
Signed By:	Full Name:		Date:	
0	Signature	please print	mm/dd/yyyy	

## Advanced Interactive Canada Inc.

#312-8988 Fraserton Court Burnaby, BC V5J5H8 Canada

