|  |  |
| --- | --- |
|  | **Base Technology Ltd.**PO Box 132 WhistlerBC V0N 1B0 CANADA Ph: 1.604.932.9847 Tf: 1.866.718.0516support@basewireless.comwww.basewireless.com |

**[SVN] Squamish Valley Network Internet Service Agreement**

Complete this form to schedule installation and service for Internet access in the Squamish Valley. **Please read the following pages carefully for important information**, pricing, terms conditions. Call us if you have any questions 604 932 9847 or 24hr toll free 1.866.718.0516.

**Contact Details**

|  |  |
| --- | --- |
| **Property ID/ Address** |  |
| **Contact:** |  |
| **Phone:** |  |
| **E-mail:** |  |
| **Address:** |  |
|  |  |
|  |  |
| **Term of Agreement:** | 12 months |

**Internet Service**

Please choose from two residential and/or two business Internet service plans.

|  |  |
| --- | --- |
| **Selected Service**  | [ ] A [ ] B [ ] C [ ] D [ ] Install Later  |
| **Today Date** |  Install Date: / / |
| **Credit Card No:** |  Expiry Date: / |

**Internet Service Agreement**

By signing this agreement you agree to the terms and conditions on our website which are available at <http://www.basewireless.com> and you also agree to the following pages of **Exclusion of Warranties and Limitations of Liability.** You will be billed at the start of each month for service.

This Agreement is entered into on (date)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2013 between

BASE TECHNOLOGY LTD. (“Base Technology”), with an office located at 202-1080 Millar Creek Road, Whistler BC V0N 1B1

AND the Subscriber: (Signed)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_\_\_\_

Please Print Name:  .

**Internet Installation**

Basic installation costs will not be charged to the Subscriber providing this form is returned to Base Technology Ltd. before the end of October 2013 and your property is within the coverage area of the Upper Squamish Valley. Please email completed forms to support@basewireless.com or print the form and mail to PO Box 132 Whistler BC V0N1B0

*The following pages explain the different service plans and have important information.* **Please read this carefully*.*** If you have any questions we would be happy to talk to you please do not hesitate to contact us directly. 604 932 9847 24 or 24hr 1 866 718 0516

**Basic Installation** means the installation of network equipment that provides an Internet connection for your computer or laptop on your property. This may involve the discrete installation of cabling and equipment outside and/or inside your house or business and mounting of an antenna on the outside of the building similar to a satellite or cable TV installation however this is neither.

You will then be provided with a network cable with a live Internet connection that can by plugged into a computer, switch, wired or wireless router. You may use your own router or purchase one for a small additional cost. We also sell Internet phones and many other services. If you purchase a router from us we will configure it for you for no additional charge.

We do not fix computers. If you require additional IT support or help to solve other computer related problems our technicians will be happy to assist you however you will be billed at our hourly rate $125 first hour $75 for additional hours. It is also possible due to other installation appointments they may need to return at another time to do this work for you. Any additional work will need to be covered in a separate agreement.

**Internet Service Plans**

Please choose from one of four service plans depending on the needs for your property.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Plan** | **Service\*** | **Description** | **Monthly Traffic** | **Rate** |
| A | 2Mbs | for one person fast basic use | 10Gb | $44 |
| B | 6 Mbs | Family use multiple computers and phones connected to a wireless router, Internet phone and streaming video  | 59Gb | $59 |
| C | 10 Mbs | Business use. Several continuous users. You may also require service in more than one building wireless network secured for you authorized only | Unlimited | $89 |
| D | 10 - 25Mbs | Remote Commercial/Industrial requiring a Public Static IP address, VPN or Public Internet for camp/café environ open access to many people. | Unlimited | $249 |

**Definitions of Terms: What does this mean for me**

**Plan**

Rather than give them fancy names like Xtreme Internet or Super Lightspeed Internet just pick a letter please choose from A, B , C or D to decide what level of service you want.

**Service**

This really means how fast the maximum your Internet connection speed is. This is measured in Megabits (Mbs) per second as a flow of information like water from your sink. If you have a small tap it will flow slowly. If you have a big one it will flow faster. Hopefully you won’t leave it on all the time please.

**Description**

This description is part of a legally binding document.

**Monthly Traffic**

This is the total volume of data you have consumed or downloaded in a month measured in Gigabytes (Gb). It is also like measuring how much water you used while you turn the tap on.

**Rate**

This is the monthly cost of Internet billed at the start of the month in advance for the coming month. You will be pro-rated for your first month at the time of installation.

**Termination**

After the first year you may terminate this agreement with one months notice (30 days) without penalty. If the Internet is still working and you terminate this agreement sooner you must pay a pro-rated $300 fee to the Ashlu Creek Foundation.

**Refunds**

Once you have paid for the month you will not be refunded. If we have an outage that lasts more than 24hrs we will be doing everything possible to resolve the problem and you will get additional Internet credit for three times the time it took to repair the problem subject to our exclusions of liability on the following pages.

**Additional Network Equipment and support**

If you do not have a router or need a new home network we offer a simple wireless router for $95 setup and ready to go.

We also can provide onsite technical support, local wireless networks between buildings. Please do not hesitate to contact us for an obligation free site survey and quote.

If you require computer support or specialised IT services we can do that too for $125 for the first hour and $75 additional hours.

If you don’t know please call 604 932 9847 and we can tell you if it is included or not.

**Exclusion of Warranties; Limitations of Liability**

BASE TECHNOLOGY LTD. does not guarantee error-free or uninterrupted operation of the Services, and the Services are provided on an “as is” and “as available” on a best effort basis. Except as expressly provided for herein, BASE TECHNOLOGY LTD. makes no warranties, representations or conditions of any nature whatsoever, either express or implied, and all warranties, representations and conditions are, to the extent permitted by applicable law, excluded. BASE TECHNOLOGY LTD. assumes no responsibility for the Customer’s or any End User’s or Intermediate Provider’s use of the Internet, in connection with any Services provided hereunder, and Customer and all End Users and Intermediate Providers access the same at their own risk.

BASE TECHNOLOGY LTD. exercises no control over and has no responsibility whatsoever for the content accessible or actions taken on the Internet, in connection with any Services provided hereunder, and BASE TECHNOLOGY LTD. expressly disclaims any responsibility for such content or actions.

EXCEPT TO THE EXTENT PROVIDED UNDER THIS AGREEMENT WITH RESPECT TO INDEMNIFICATION, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY DAMAGES FOR LOSS OF PROFITS OR BUSINESS, LOST REVENUE OR LOSS OF OR DAMAGE TO DATA OR FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO REPUTATION, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT TO THE EXTENT PROVIDED UNDER THIS AGREEMENT WITH RESPECT TO INDEMNIFICATION, BASE TECHNOLOGY LTD.’ TOTAL LIABILITY TO THE CUSTOMER IN CONNECTION WITH THIS AGREEMENT (INCLUDING LIABILITY RELATED TO ANY PERFORMANCE OR FAILURE TO PERFORM HEREUNDER) WILL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF THE CHARGES PAID TO BASE TECHNOLOGY LTD. FOR THE SERVICES UNDER THIS AGREEMENT, DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DAY ON WHICH SUCH LIABILITY AROSE. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

Customer acknowledges and accepts the reasonableness of the foregoing disclaimer or exclusion and limitations of liability. For purposes of this section all references to BASE TECHNOLOGY LTD. or Customer include their respective Affiliates, agents, officers, directors, and employees.