



# Spectrum Global Communications – Residential Internet Service Disclaimer

## Spectrum Global Communications (SGC) (a division of Blackcreek Technologies Limited)

- Cannot be held accountable for any and all materials that you or anyone using your account may find on the Internet.
- Cannot be held liable for any offensive, obscene or pornographic materials found on the Internet.
- Resigns all responsibility to any files obtained through the Internet or **SGC**, whether they are illegally hacked, garbage files or registered software.
- Does not guarantee access to all or any system on the Internet.
- Is not responsible for downtime outside our own facilities.
- Service Warranties. **SGC** shall perform the Services and shall operate and maintain its network consistent with generally accepted and customary industry standards. **SGC** shall use commercially reasonable efforts to monitor and enforce performance obligations of its third party vendors and network providers, although the performance of such vendors is beyond **SGC**'s control. The Customer understands that **SGC** may, from time to time, need to interrupt the Services for maintenance and other reasons, and that the Customer shall not receive any compensation for such interruptions. The Customer must report any deficiencies in the Services to **SGC** in writing within five (5) days of such deficiency in order to receive any warranty remedies. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, **SGC** MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

By signing this form, you are acknowledging that **SGC** is not responsible for any material found on the Internet: that we are merely the link between the end user (the applicant) and the Internet. **SGC**, and any person associated with or employed by **SGC**, cannot be held liable for accessibility to the Internet.

## TERMS AND CONDITIONS

- **Use of SGC's services constitutes absolute acceptance of the following Terms and Conditions in conjunction with Terms and Conditions that may or may not be located at <http://www.sgci.com/support/terms.asp>**
- The Internet. The Customer acknowledges and agrees that **SGC** (including any **SGC** supplier or vendor) does not operate or control the Internet and that (i) viruses, worms, Trojan Horses, or other undesirable data or software; or (ii) unauthorized users (e.g. hackers), may attempt to obtain access to the Customer's or its Subscribers' data, website(s), computers, or networks and that data may be destroyed by such attacks and the Services may be interrupted or compromised. **SGC** exercises no control over and has no responsibility whatsoever for the content accessible or actions taken on the Internet and **SGC** expressly disclaims any responsibility for such content or actions. **SGC** and its supplier uses what it believes to be reasonable efforts to protect itself, its customers, and any Subscribers from such unauthorized use, but **SGC** and supplier is not responsible for failures resulting from the unauthorized acts of third parties. In the event that **SGC** is providing content filtering as part of the Services, the Customer acknowledges that filtering is provided only on a "reasonable efforts" basis and that while filtering may block much objectionable content, some objectionable content may pass through to Subscribers.
- Force Majeure/Other Related Matters. The Customer acknowledges and agrees that **SGC** shall not be in breach of this Agreement if **SGC** is unable to provide (for any period of time) all or part of the Services so long as such inability is the consequence of matters that are properly classified as "force majeure" or otherwise beyond **SGC**'s reasonable control. The term "force majeure" shall have the meaning normally afforded that term in the legal context and shall include, but not be limited to, "acts of God", natural disasters, terrorism, computer viruses, war, strikes and labor disputes, third-party breaches (including failure of third party vendors and providers to provide contracted for services and products), defaults, or failures not within the reasonable control of **SGC** (including, but not limited to power outages, telecommunications system failures or defects).
- Customer Use Agreement/Acceptable Use Policy. All use of **SGC**'s Services by a Subscriber is conditioned upon a Subscriber's adherence to our Customer Use Agreement/Acceptable Use Policy ("CUA"), **SGC**'s network use policies, and the policies of third party network providers that may provide Internet access or part of the Services (collectively, the "Use Policies"). In order to use the Services, each Subscriber must accept (by signing this document) the terms and conditions of the applicable Use Policies (on page 3). Subscribers who do not accept the terms and conditions of such Use Policies will not be permitted to access the **SGC** network or the Services. The CUA and standard network policies are set forth on page 3 of this agreement, which includes certain policies of third party network providers by which we are partially governed. **SGC** reserves the right to amend its CUA, network policies, and other Use Policies, effective upon posting to **SGC**'s website or other notice to the Customer. The Customer understands that **SGC**'s network providers may change their own network use policies, and the Subscribers will be responsible for following such policies. The CUA contains provisions prohibiting improper Subscriber activities, such as network abuse (using a dial-up connection as a dedicated connection or to otherwise remain connected to the Internet for an excessive unattended period of time); spamming; illegal/improper postings to newsgroups; and/or transmitting or otherwise displaying illegal or improper information or material, including defamatory, libelous, or obscene items. The Customer agrees to cooperate with **SGC** in enforcing any applicable Use Policy and to abide by **SGC**'s decision to suspend/terminate any Subscriber account for violation of the CUA. **SGC** reserves the right to take any and all additional actions it may deem appropriate with respect to Subscribers who violate any applicable Use Policy, including, without limitation, taking action to recover the costs and expenses of identifying offenders and excluding them from the Services, and levying cancellation charges and other penalties.
- Any attempts to compromise the security/integrity of our systems or violate the privacy of our customers, which includes mass mailings (SPAM), will result in the termination of the offender's account without notice and forfeiture of remaining balance and possible legal action taken as a result. **SGC** will cooperate fully with all legal authorities.
- Allocated disk space may be used to store any type of file so long as their content is not contrary to the laws in which the access server rests. This includes, but is not limited to, data which is, or promotes content of a threatening, obscene, defamatory, or hate nature; data which belongs to third parties and is protected by copyright, trade secret, patent, intellectual property laws or acts contrary to export control laws. **SGC** will cooperate fully with all legal authorities.
- **SGC**'s High speed Residential Internet packages include 300 GB download/upload limit (cap) per calendar month.
- The fee is \$0.75 per GB for overage if users go over the 300GB cap with a maximum additional charge of \$75.00 per month. Overage charges will be automatically debited on all accounts in addition to regular monthly charges. Non-payment of invoiced overages may result in interruption of service until outstanding invoices are paid in full.
- **SGC** does not guarantee connection or download speeds. The applicant's connection or download speed will be determined by numerous factors such as: Distance from Bell's Central Office, line quality, line noise, building wiring, telephony equipment and hardware. The applicant's phone lines may require line filters to properly establish a satisfactory connection. **SGC** will not provide technical support, guarantee connection, or be responsible for any technical issues due to hardware or software that has not been pre-approved by **SGC**.
- High Speed Service (ADSL) is not available in all geographical areas. Service can only be provided within 4.5 km of a Bell Central Office that has been provisioned for ADSL service. There may be wiring conditions that do or do not exist in your home or area that render ADSL unavailable to you. This agreement for ADSL service is dependent on Bell's ability to provision your line on our behalf. If **SGC** is unable to provide ADSL service in the applicant's area, we will cancel this agreement without penalty.
- Diagnostic Maintenance Charge (DMC) for DSL. This charge is billed for any Bell Canada tickets opened with Bell Canada as requested by the Customer for non-Bell Canada service faults, service upgrades and downgrades whether requiring the dispatch of a field technician or not (The Field Technician Dispatch Charge does not include inside wire install or repair). Each DMC will be billed at a rate of \$125.00 per dispatch.
- Multiple, simultaneous logins are not permitted. The account is intended for singular residential access and is not to be shared with any third parties. The user is not permitted to resell Internet services. All Website Hosting, FTP site hosting, Music server hosting, etc. is strictly prohibited.
- All IP addresses are Dynamically Assigned and remain the property of **SGC**. Static IP addresses may be available at additional cost. **SGC** reserves the right to change IP addresses at any time and without prior notice to the applicant.
- While all software supplied to users is given with the expectation that it will perform well on the applicant's computer, **SGC** makes no claims as to the performance or utility of this software as it is free and/or shareware software and is not written by **SGC**, nor its adjoining parties.
- **SGC** will provide technical support for current accounts to establish your Internet connection and set up your e-mail account. We endeavor to provide technical support to cover most popular Internet software packages, but cannot guarantee knowledge or expertise in all Internet related software. We are not responsible for a lack of knowledge by the applicant regarding use of the Internet or their computer. Hardware and Software problems on the applicant's equipment remain the responsibility of the applicant. **SGC** will perform service work or hardware installation on the applicant's computer on their request, subject to the Terms and Conditions of our Work Order. **SGC** is not responsible for, nor assumes any liability for, warranty considerations or voidance.
- All Rented Hardware remains the exclusive property of **SGC** and is subject to the conditions of the Rental Agreement. By not returning rented hardware to **SGC** in its original working condition, the applicant forfeits any Rental Deposit and agrees to pay for replacement of the hardware at its current market value.
- Each account is permitted one home page on **SGC**'s web servers which may contain multiple files which are jointly related, whose physical disk space does not exceed 5MB of storage. All active context HTML programming requiring executable server side access must be submitted for review.
- All accounts are non-refundable and a \$25.00 service fee will apply for all returned NSF cheques. To cancel your account we require thirty (30) days written notice. Last month's payment is non-refundable and will be applied to last month's payment, or any outstanding balances, or will be forfeited by any account that has not provided 30 days written notice. Any account changes or re-activation on interrupted service are subject to a twenty (\$20) dollar administration charge. To avoid interruption of service all accounts must be paid in full by the renewal date. Cancellation of, or changes to, your Telephone service does not constitute cancellation of, or change to, your Internet Service (including, but not limited to, changes of address, telephone number, moving locations, etc.) and all cancellations and changes must be submitted in writing to **SGC**. ADSL Service is not considered cancelled, and the applicant will be charged ongoing monthly fees, until all Rented Hardware is returned in its original working condition, or paid for, to **SGC**.
- **Speed Change Fee:** There is a \$50.00 fee to upgrade or downgrade the speed that is being supplied on the DSL or FTTN connections.
- **SGC** reserves the right to change monthly recurring fees, connection fees or add new fees at any time with 30 days prior notice posted to our website. If the service is prepaid, the new charges will not become effective until renewal. Any disagreements or disputes concerning a bill must be voiced within 30 days of the billing date. Charges disputed after 30 days will not be considered negotiable.
- Use of Spectrum Global Communication's service constitutes acceptance of the Terms and Conditions and Disclaimer. **SGC** reserves the right to modify this agreement at any time. The effective date of these terms is at the time of posting on our website. It is the user's responsibility to check <http://www.sgci.com/support/terms.asp> for updates. If you do not agree to these terms, discontinue use and contact us immediately.
- **SGC** reserves the right to revoke accounts and/or refuse membership and/or access to our services without notice and with forfeiture of remaining balance.

## Acceptable Use Policy

- 1. INTRODUCTION** The intent of SGC's Acceptable Use Policy (AUP) is improving the use of the SGC's services by proactively preventing unacceptable use. All SGC customers and customers of SGC's customers or any downstream customers including visitors of customers using SGC's services must comply with this AUP.

In consideration of providing Internet connection services, SGC shall charge to the customers a periodic fee as stated in this agreement. The periodic fee shall be subject to change upon thirty days written notice. As a user of SGC, you agree that you are at least 18 years of age (or have permission from a parent or guardian to use this service) and will abide by the policies of SGC. It is understood that information on the Internet may be unedited, uncensored, and offensive to you. You access such information at your own risk. SGC does not censor or exercise editorial control over content on the Internet including any web sites, email, news groups, or anything that can be accessed through our services. We do reserve the right to remove anything that in our sole discretion violates this AUP, is illegal or may subject SGC to potential liability. SGC may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violating any terms listed in this AUP may result in suspension or termination of your account without notice. SGC reserves the right to refuse service to anyone.
- 2. VIOLATIONS OF SGC'S ACCEPTABLE USE POLICY** The following are violations of SGC's AUP:
  - Illegal Use:** As a user of SGC, you agree not to use the service in a manner that violates any local, provincial or federal law.
  - Harm to others:** Using the services to harm others, including but not limited to minors.
  - Threats & Harassment:** You agree not to use the Internet for abusive, profane, libelous, slanderous, threatening or otherwise harassing posts.
  - Fraudulent Activity:** Using the service to make or participate in fraudulent activity including financial scams.
  - Unsolicited Broadcast Email and Unsolicited Commercial Email (SPAM):** Please see Section 3 of this AUP.
  - Forgery or impersonation:** Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation. Using deliberately misleading headers in news postings in order to avoid spam email address collectors is allowed.
  - Copyright or Trademark Infringement:** Using the service to transmit any material that infringes any copyright, trademark, patent, trade secret, or other propriety rights of a third party.
  - Collection of personal data:** Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
  - Usenet:** SGC's customers should follow the terms of the Acceptable Use Policy provided by our third party news provider SuperNews and are subject to all SuperNews terms and conditions.
  - Unauthorized access:** Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of SGC or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
  - Network disruptions and unfriendly activity:** Using the Services for any activity which adversely affects the ability of other people or systems to use SGC's services or the Internet. This includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the customer's responsibility to ensure that their network is configured in a secure manner. A customer may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A customer may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner.
  - Hosted & Personal Websites:** Web space may be provided for personal and business customers at SGC. Content of those sites must conform to local, provincial and federal ordinances. SGC reserves the right to remove content that is pornographic, deemed to be offensive, or violates trademark or copyright laws, at its sole discretion. SGC does not provide training or technical support for Web site development without extra charge.
- 3. UNSOLICITED BROADCAST EMAIL AND UNSOLICITED COMMERCIAL EMAIL (SPAM)** SGC has zero tolerance for Unsolicited Broadcast Email and Unsolicited Commercial Email (UBE/UCE), commonly known as "Spam", whether originating from customers, from customers' customers, or from customers that provide services which are used to support spam. *Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to spam, is prohibited.*

**What does SGC consider spam:** See CRTS Website: <http://www.crtc.gc.ca/eng/casl-icap.htm>. SGC defines spam as unsolicited broadcast or commercial email that is sent to addresses that do not affirmatively and verifiably request such material from that specific sender, including but not limited to advertising, surveys, information pieces, third party spamming, website addresses, sales, and auctions.

SGC customers, and customers of SGC customers or any downstream customers, are prohibited from sending and shall not allow their connection to SGC to be used for sending spam. SGC customers are responsible for ensuring that they, their customers, and their respective agents and contractors abide by this policy. SGC customers will be held responsible for all traffic either sent via their connection to SGC or sent elsewhere using Internet services provided via their connection to SGC. "Internet services" includes hosting websites, electronic mailboxes, telephony gateways, IRC servers, sale of spamming software or other similar services.

**Reporting of spam activity and possible repercussions:** SGC may block traffic to and from the IP address involved in the spam complaint (i.e. suspend the account) until SGC is convinced that the problem is resolved and preventative measures have been implemented to prevent the violation from recurring. If SGC receives repeat complaints indicating that a problem has not been resolved, SGC may suspend or cancel the offenders account, at their sole discretion. SGC may charge customer and customer shall pay \$1000.00 per valid spam complaint of which SGC is notified.

SGC also reserves the right to block traffic to and from the IP address(es) involved in hacking, and/or port scanning or other malicious activity.

In addition, from time to time, SGC blocks third party IP addresses that SGC believes are used for the distribution of spam or are designated as open relays. Any blocking of such IP addresses shall prevent SGC's customers from sending or receiving traffic to and from such IP addresses.

SGC also reserves the right to cancel an account of a known or alleged spammer without any notice at their sole discretion.

**Receipt of Spam:** SGC does not accept unsolicited commercial email as defined by California Business and Professions Code Section 17538.45. SGC defines "spam mail" as any email addressed to a person with whom the sender does not have a prior relationship with, sent without the express consent of the recipient. California has several laws regarding spam email that apply not only to SGC's members, but also to anyone using SGC to deliver mail. (including delivering mail to a SGC address) One of these laws provides for a \$50/spam up to a \$25,000 penalty/day for spamming, defining spam in the following manner: "It is addressed to a recipient with whom the initiator does not have an existing business or personal relationship" and "It is not sent at the request of or with the express consent of the recipient." These laws may be found at <http://www.spamlaws.com/state/ca1.html>. SGC reserves the right to press charges under the appropriate laws in addition to the charges we impose upon a user who has violated this acceptable use policy.

All users are subject to Canada's Anti-Spam Law (CASL) effective July 1, 2014. Penalties for non-compliance are fines of up to \$1 million for individuals and \$10 million for corporations.
- 4. TECHNICAL SUPPORT** SGC assumes that the user has a basic understanding of their computer. SGC will not train users in basic computer skills such as, but not limited to deleting files or creating directories. Technical support is intended to facilitate the setup of your properly functioning computer system for access to our services. Your computer must recognize your modem or network card, and receive a dial tone or network link connectivity before any technical support will be dispensed. Our "included free" technical support does not include assistance to you in installing and/or troubleshooting modems, network cards, routers, complex network configurations or telephone lines. This can be provided on a billable basis.
- 5. BILLING** SGC offers a 30 day money-back guarantee for dial-up (modem access) and web hosting accounts. There is no money back guarantee for any other services unless specifically written in a special one-time promotion. There are no pro-rated refunds for unused time beyond 30 days. Accounts that are more than 1 (one) day delinquent in payment may be suspended until payment has been received. Your account is not "monitored" for inactivity and we do not assume that you wish to cancel if you have not used your account. Customer is responsible for any disputed charges beyond 60 days from the date of the charge. All accounts suspended for non-payment are subject to a \$10.00 re-activation fee. Any accounts who go into overdue status will be transferred to a collections agency and incur a \$25.00 processing fee.
- 6. CANCELLATIONS** It is the customer's responsibility to cancel an account with a written notice to the Accounting Department at SGC. Customers who wish to cancel their account must give a 30 day notice before canceling. The Accounting Department can be reached by fax at (519) 880-1956, or by sending an email to our cancellation department at: [cancel@sgci.com](mailto:cancel@sgci.com). A specific reason for cancellation and the specific date that it will take place should be listed in the written notice. Once you have canceled the account, you are responsible for monitoring any charges that occur. You are responsible for any usage fees up to thirty days after your cancellation request is received. **Early termination fees will be applied to accounts in a contract that break their contract due to cancellation.**
- 7. CHOICE OF LAW** You and SGC agree that the law of the province of Ontario, Canada will apply to all matters relating to this Agreement and to SGC. In addition, you and SGC agree and consent that the courts of Ontario, Canada will have exclusive jurisdiction and be the exclusive venue for any legal actions relating to this Agreement or to the services provided hereunder. Customers agree to defend, indemnify and hold harmless SGC, its officers, directors, employees, agents and licensees, from any claims and expenses, including reasonable attorney's fees, arising out of or relating to member's use of SGC service. Customers have no property rights in the e-mail and web page addresses supplied by SGC, and understand that this agreement is assignable by SGC. If any part of this agreement is unacceptable to you, you must immediately terminate your membership with SGC. This agreement shall automatically renew on the stated periodic basis unless terminated by either party giving the other thirty days written notice.
- 8. PORT FILTERING** A port 25 (outgoing mail) filter may be applied to all customers to prevent against spam generated from our network. Customers with a static IP address connection who wish to have the filter removed in order to run a mail server may do so by registering with us.
- 9. REPORTING VIOLATIONS OF SGC'S AUP** SGC requests that anyone who believes that there is a violation of this AUP direct the information to our abuse department at: [abuse@sgci.com](mailto:abuse@sgci.com). If available, please provide the following information:
  - The IP address used to commit the alleged violation;
  - Evidence of the alleged violation;
  - Spam email should be forwarded as attachments to ensure that all header information is included.

SGC will take action to ensure that complaints are addressed in an appropriate manner which may include:
  - Suspension of the offender's account;
  - Cancellation of the offender's account;
  - Suspension of specific services including but not limited to mail, newsgroup, personal web space usage, port blocking and Internet connectivity.
- 10. REVISIONS TO THIS AUP** SGC reserves the right to revise, amend, or modify this AUP, our Internet Service Agreement and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with the Internet Service.