



Information Gateway Services (Kitchener-Waterloo Inc.)

20 Hanson Ave., Unit 3
Kitchener ON N2C 2E2
Tel: (519) 884-7200 or 824-2026
Scan & E-Mail to: signup@kw.igs.net

Residential DSL Service Application

Customer Information

Name:		Payment Information	
Address:		<input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard
City:	Postal Code:	Name on Card:	
Home Phone :		Card #:	
Cell Phone :		Expiry:	
Requested Start Date:		(Activation normally requires 8 to 10 days, but can be more)	

Service Plan Selection

CALENDAR MONTH BILLINGS, FIRST MONTH PRO-RATED		<small>(H.S.T not included in prices - Registration 891743155)</small>
High Speed Residential Connection – dynamic IP (modem NOT included)	<input type="checkbox"/>	\$ 37.95 / mth
High Speed Residential Connection – static IP (modem NOT included)	<input type="checkbox"/>	\$ 47.95 / mth
Dry Loop (modem NOT included) – 1 time \$39.00 set up fee. (Client responsible for wiring beyond Bell demark) <small>(required when high speed service is not on an active Bell voice line telephone service)</small>	<input type="checkbox"/>	+\$8.00 / mth
<p>Service cancellation requires written notification from the client. The service will be available ONLY on the Home Phone number listed above or on the installed dry loop if you do not have a home phone. First and Last month paid in advance as well as the first partial month which is pro-rated. First and last month MUST be paid prior to service order being placed or guaranteed by credit card, if service is not available, all fees will be refunded. One month service fee will be refunded if service is cancelled in writing within two weeks of order, after that there are no refunds of fees paid. Dry Loop not available everywhere and may be more than \$8.00 per month extra in some areas. Bandwidth is currently unlimited, but subject to change if supplier imposed.</p>		
External DSL modem <small>(equipment MUST be picked up in our Kitchener office 1pm – 6pm weekdays)</small>	<input type="checkbox"/>	\$ 49.00
Extra Inline Filters (\$4 each) <small>(two inline filters included with a new modem/service purchase when not dry loop)</small>	<input type="checkbox"/>	\$ _____

For IGS Use Only

Availability <input type="checkbox"/>	Billing Complete <input type="checkbox"/>	Modem Taken <input type="checkbox"/>	Modem as Router <input type="checkbox"/>	PPPoE Check <input type="checkbox"/>
Order Placed <input type="checkbox"/>	Order Confirmed <input type="checkbox"/>	Ref Info Given <input type="checkbox"/>	Modem as Bridge <input type="checkbox"/>	Added to Database <input type="checkbox"/>

Customer Authorization

<p>The Customer certifies that all statements made in this application, including any attachments, are true and complete. The signing party must be at least 18 years of age. The Additional Terms and Conditions are part of this agreement. The Customer acknowledges having read the entire agreement with IGS and accepts the terms and conditions hereof. Termination of this month by month contract by the customer requires advance written notice to IGS (e-mail or mail is acceptable). Until such notice is</p>		<p>given, the customer remains responsible for all charges. Usage of the account certifies that the customer accepts all terms and conditions. This application becomes a contract upon the establishment of service. Unless otherwise stated, all paid fees are non-refundable. The customer is fully responsible for usage of any and all prepaid services, there are NO refunds at cancellation. If payment is to be made by credit card, the signature acknowledges signature for the credit card billing as per above.</p>	
Existing E-Mail Address _____			
Signature _____ Date _____			



Letter of Authorization (Not required for Dry Loop Service)

To whom it may concern,

The undersigned hereby provides authorization to Bell Nexxia Inc. (the Asymmetric Digital Subscriber Line "ADSL" Service Provider), to request Bell Nexxia and Bell Canada in conjunction with IGS to perform the configuration of the subscriber line and network facilities for **DSL PPPoE** service associated with the following telephone number _____, as well as to coordinate with Bell Canada maintenance and repair activities with respect to the requested DSL service.

There will be a minimum of a \$50 fee if you change the service from the above number once this form is received at IGS.

Signed: _____

Date: _____

NAME: _____ **(MUST match your Bell bill)**

ADDRESS _____

PHONE _____

NOTE: This form NOT required for dry loop installation.

TERMS AND CONDITIONS OF SERVICE — You MUST Initial at all 4 'X's.

GENERAL

SUBSCRIPTION: Upon acceptance of this agreement by IGS KW, this agreement shall constitute a subscription by the customer for the service. The Customer warrants and agrees that they are and will be the end user of the service. Use of IGS services for any length of time constitutes unconditional acceptance of these terms and conditions.

INSTALLATION/Changes: It is the customer's responsibility to be available during the installation window for high speed services, failure to do so may result in extra charges. If you move or have the service re-installed at a different address within 6 months of the previous move or installation, there is an extra \$29 relocation fee on top of the normal installation cost.

RATES AND CHARGES: The customer agrees to pay IGS KW for the use of the service at the time and in the amount specified. All purchased usage and fees are NON REFUNDABLE. Should a customer change addresses, they MUST notify IGS KW 10 business days in advance so that we can order the service to be activated at the new address. A new installation fee **WILL** apply.

Invoices are sent via email only. Any other form of invoicing carries a fee of \$10.00 per invoice and must be requested by the customer in advance.

Payments by Visa or MasterCard are done on a monthly, quarterly, or annual basis following the initial set up, unless otherwise directed in writing by the customer. Service is billed in **advance** for the billing period to come. Credit card payments are processed during the final 10 days of the month in which the invoice was issued. Repeated late payments are subject to a \$9 late fee for each late invoice payment. All plans and payments are based on calendar months. Any credit card charge backs that are later found to be in favour of IGS KW result in an additional administrative charge of \$25.

CHANGES IN RATES AND OTHER TERMS: In the case of any plan, IGS KW may, without prior notice, change or modify any rates, charges or other fees in connection with the service including the rates for connection time and monthly service charges.

X_____

LIMITATION OF LIABILITY

IGS KW, its affiliates, and their respective directors, officers and employees shall not be liable to any customer, user or any other person for any damages or loss whatsoever (including without limitation, direct, indirect, special incidental or consequential damages or damage to or loss of property, loss of earnings, loss of profits, loss of business opportunities, loss of financial support, loss of family, personal injury, mental suffering or loss of life) howsoever arising or resulting out of the provision or the use of or in connection with the service or telecommunication transmission service or out of the use or installation of equipment or software provided, rented, sold or installed by IGS KW including, without limitation from: defects, malfunctions or complete breakdowns in transmission equipment or facilities; mistakes, omissions, interruptions, delays, errors, defects, or complete breakdown in transmission; incorrect installation or operation of transmission equipment or facilities; or from negligent, torturous or derelictual conduct of IGS KW, any of its affiliates, or its or their respective employees which may give rise to a civil cause of action.

IGS KW, its affiliates, and their respective directors, officers and employees shall not be liable to any customer for any damage to or loss of equipment brought in to an IGS KW office. Further, IGS KW will not be responsible for any software or hardware or the failure or damages that may result from work done at an IGS KW location by an IGS KW representative.

When using the Internet, it is up to the customer to take reasonable precautions to scan for computer viruses, worms, Trojan horses, and other items of a destructive nature. It is also up to you to ensure that you have a complete and current backup of the information contained on your computer system.

Reselling of bandwidth or connectivity is strictly forbidden in all cases. **IGS KW does NOT provide support beyond the internet connection, it is up to the client to arrange for computer, router, and internal network support.**

X_____

RENEWAL AND TERMINATION

1. This agreement shall automatically renew for successive terms on the expiry of the initial and each successive term, unless the customer gives written notice of termination.
2. Failure to make a payment by an invoice due date may result in account suspension with no refund for lost time, the first full and last month is billed in advance with all other months billed one month in advance. It is the customer's responsibility to ensure credit card information on file at IGS KW is current at all times.
3. The customer must send a copy in writing (e-mail or mail) of cancellation. No cancellations will be accepted over the phone. It is the customer's responsibility to provide sufficient notice of cancellation to use all pre-paid funds, there are no refunds for paid in advance fees. Notwithstanding the previous conditions, IGS will submit a cancellation request to our upstream providers during business hours without unreasonable delay following reception of the written request.
4. The customer agrees to pay all charges to IGS KW at the date of termination in accordance with this agreement.

X_____

SERVICE LEVELS AND SPEED

The customer can, subject to IGS KW approval, change to another IGS KW service level provided the service change fee is paid.

* Advertised speeds are the maximum possible, actual speeds rarely are as fast and vary with the providers network loads, IGS KW network loads, IGS KW upstream network provider loads, and server loads. Maximum speeds are NOT guaranteed at any time.

X_____