



FASTPATH™ HOMENET - HIGH SPEED INTERNET ACCESS FOR MEMBERS OF The Personal Computer Club of Toronto (PCCT)

Please complete and fax to Pathway Communications at (416) 214-6238.
95 Apple Creek Blvd Markham ON L3R 1C7. Call (416) 214-6363 for assistance.

1. ACCOUNT INFORMATION

Name _____ How did you hear of us: _____
(Please Print) First Last

Address _____

Phone _____
Street City Postal Code
 Home Office Fax

2. YOUR SERVICE

Select your type of subscription below and indicate amount here

FastPath™ HomeNet High Speed Internet Access includes:		Indicate Amount
<ul style="list-style-type: none"> ▪ Download speeds of up to 5.0 Mbps ▪ Upload speeds of up to 800 kbps ▪ 12 personal email accounts ▪ Access to webmail ▪ 50 MB of web space ▪ Inbound email virus scanning 	<ul style="list-style-type: none"> ▪ Unsolicited email (SPAM) protection ▪ 15 free dial-up hours per month (\$0.99 per additional hour) ▪ 2 telephone filters ▪ 1 telephone splitter/filter ▪ Installation Kit (includes home networking modem/router and User Guide) 	INCLUDED!
<input type="checkbox"/> Monthly payment option*	\$31.95 per month	
<input type="checkbox"/> Annual payment option*	\$350 per year <i>(\$30 in annual savings!)</i>	
<small>*Service is based on a 1-year subscription term and will automatically renew for successive periods equal to the initial term.</small>		
Shipping and Handling		\$15.00 (one time)
Optional Services:		
<input type="checkbox"/> Dry Loop		\$10.00/m.o
<input type="checkbox"/> Dry Loop Set Up		\$25.00(one time)
<input type="checkbox"/> Wireless Access	Connect your PCs and/or laptops to the modem wirelessly	
<input type="checkbox"/> Personal Security Suite	Protection from viruses, spyware, greyware, worms, spam and inappropriate web content. Each Personal Security Suite can be installed on one PC. Based on a 1-year subscription term.	__ x \$4.00/mo. or __ x \$44.00/yr.
<input type="checkbox"/> Additional Telephone Filters	Eliminates static on your telephone lines caused by a high speed connection	__ x \$10.00 each
<input type="checkbox"/> USB Modem Adaptor	Converts your USB port to an Ethernet port	__ x \$20.00 each
<input type="checkbox"/> Onsite Installation	One hour home installation of the service by our professional technicians.	\$89.00/hr
Specific Terms: 1. Speeds mentioned above represent maximum speeds. Actual speeds may be limited by distance and phone line quality. 2. This service requires residential phone service from a local phone provider and is subject to availability. 3. On-site installation requiring an excess of one hour will be subject to an additional labour charge of \$89/hour or part thereof. The scope of work is limited to the configuration of TCP/IP, web browser, and e-mail client settings on a single computer. Pathway will not configure additional systems, hardware, software, and/or settings as part of this service. Available only in the GTA. 4. We strongly recommend that you use a Pathway supplied high-speed modem. Should you choose to use your own modem, it must be of a type and brand acceptable to Pathway. When you install a modem not supplied by Pathway, we will be unable to provide any free filters or technical support relating to the modem. 5. To access the Internet through Pathway Dial Up you will be dialing in to a Toronto 416 or local Hamilton 905 number. If you are calling from a 905 area code, <u>please ensure</u> that it is a local call to Pathway Communications <u>or</u> use a flat rate long distance carrier. 6. This special pricing is effective as long as The Personal Computer Club of Toronto (PCCT) contract is active with Pathway Communications. If the Contract is not active the promotional monthly fee will expire and the prevailing regular monthly fee will be applied.		Subtotal
		GST (5%)
		PST (8%) (Applicable to telephone filters and USB modem adaptors)
		TOTAL



- I.5. Pathway will provide the Services using currently available technology and will avoid using any hardware, software or methods known to threaten Customer security. Beyond that, Pathway makes no warranties of any kind, whether expressed or implied, in relation to the accessibility, accuracy, reliability, safety or quality of the Services. Pathway does not guarantee the privacy of files or E-mail or the security of any computer used to access the Services. Pathway has no responsibility for any damage suffered by any person, organisation, group or entity due to loss of data, delay, non-delivery or service interruptions in using the Services, whether or not caused by the negligence, errors or omissions of Pathway or those for whom it is responsible at law.
- I.6. Pathway exercises no control and has no responsibility whatsoever over the information passing through the Services. Use of any information obtained through the Services is at the Customer's sole risk and Customer assumes full responsibility for the accuracy, reliability, quality or effect of information obtained through the Services.
- I.7. Pathway may, without notice, change the Terms or the Services description upon which the Services are provided (including, without limitation, changing allowed free traffic, the features included with the service, and the rules for access to the Services) so long as Pathway continues to provide regular and reasonable access to the Services for the term of this Agreement. The Current Service Agreements and Terms will be posted on the Pathway website <http://www.pathcom.com>.
- I.8. All communications and notices between Pathway and the Customer will be conducted through E-mail unless otherwise agreed to by Pathway. All such communications and notices will be deemed received by the Customer three days after being sent by E-mail by Pathway. The Customer specifically agrees that Pathway has no obligation to send any other notice to the Customer, even in the event of default. All notices from the Customer for modifications, changes, upgrades or termination of Services will be effective only if presented to, and received by, Pathway in writing or via E-mail. Such notices sent to Pathway by the Customer must be confirmed by return E-mail by Pathway, to be effective.
- I.9. Customers are responsible for ensuring they are dialing a local Toronto 416 or Hamilton 905 number to access the Internet when using Pathway's dial-up Internet service.

II. FEES AND CHARGES

- II.1. The Customers agree that the Service is provided subject to the payment of, and that the Customer shall pay, all service fees, applicable usage charges, installation and/or activation fees and other fees and charges as applicable, together with all taxes and charges, (collectively, the "**Service Fees**"), identified to the Customer. Such Service Fees shall be paid by the Customer upon placing the Customer an Order for the Services and on a monthly or annual basis and as applicable. The most current schedule of fees will be available at Pathway's web site <http://www.pathcom.com>. The fees and charges posted on this web site do not include taxes, long distance or other applicable charges. A late payment charge at the rate of 2% per month (26.82% per annum), which rate is subject to change by Pathway from time to time, will be applied from the billing date, if payment is not been received by Pathway within 30 days of the billing date.
- II.2. If there is a material increase in the cost of providing the Services (such as, by way of example, an increase in the cost of local loop or telephone line charges based on CRTC regulations or any form of tax on Internet use) Pathway may increase the charges for the Services immediately and the Customer shall pay the increased fees from and after the effective date of the increase, regardless of whether or not the Customer has a prepaid or annual Account. Failure to pay such additional amounts will constitute voluntary termination of this Agreement by the Customer as described in Section III.
- II.3. Where the Service Fees are paid monthly, the Customer will be required to pay the Service Fees using a valid Credit Card (Visa or MasterCard only) issued in the name of the Customer. Where the Service Fees are paid in advance, once per annum, the Customer may pay for the Service by valid Credit Card (Visa or MasterCard only) issued in the name of the Customer, or by cheque. Payments made by cheque which are returned for Non-Sufficient Funds (NSF) or any other reason will be in immediate default and subject to an additional returned check charge (currently \$45) which must be paid before the Account is in good standing. By providing Credit Card information for payment of the Service Fees to Pathway, the Customer expressly authorizes Pathway to charge the Customer's Credit Card (and any replacement Credit Card) and to collect any outstanding amounts owing or Fees owed by the Customer to Pathway.
- II.4. It is Customer's responsibility to ensure that the billing information provided to Pathway, including Customer's address and Credit Card or other billing information, remains current at all times. Customer agrees to notify Pathway of any changes to Customer's billing information forthwith.

III. CONTRACT TERM AND COMMENCEMENT OF SERVICES

- III.1. The Service Agreement between Pathway and the Customer will take the following form:
 - i) Upon Customer signup, a contract of a minimum of twelve months may not be terminated by the Customer until the completion of the term of the contract. The Customer will have entered into a binding contract with Pathway when:
 - ii) Customer submits an Order for subscription to the Service in the appropriate Sign Up Form on the Pathway web site, by fax, email, in person or by telephone and such Sign Up Form is received, and confirmed as having been received, by Pathway via email or other form; or the Customer's Phone Order is confirmed by email or other form
- III.2. The Term of the Service Agreement between Pathway and the Customer will commence on the date of the activation of the Service by Pathway.
- III.3. The Term of this Service Agreement will continue until it terminates at the end of the Term of the Agreement. The Agreement may be cancelled at the end of the Term with sixty (60) days' written notice to Pathway by the Customer, of his/her intention to terminate the contract at the end of the Term. Unless the Agreement is specifically cancelled at the end of the term, it will automatically renew for successive periods equal to the initial Term. Should this Agreement be automatically renewed, the then-applicable contract rate will apply to the renewal Term.
- III.4. Customer on monthly payment plans will be entitled to no refund for any pro-rata amounts, should they decide to terminate the Agreement before the end of the month.
- III.5. Customer on contracts of a year or longer will be entitled to no refunds of pro-rata annual amounts should they decide to terminate the Agreement before the end of the contract Term. In addition, the Customer will be charged a \$150 Customer Termination Charge (the "**Customer Termination Charge**"), as an amount representing a reasonable estimate of costs incurred by Pathway as a result of Customers early termination and not as a penalty. Pathway may waive or reduce the Termination Charge at its sole discretion, if during the Term of the Agreement, the Customer migrates to another Pathway Internet service offered by Pathway with Fees no lower than those associated with the Service which the Customer originally subscribed to and for a Term at least as long as Customer's original Service Term.
- III.6. All set-up and shipping fees are non-refundable.
- III.7. Pathway, in its sole discretion may reject any order for the Service within ten (10) business days from the submission of Customers Order for the Service.
- III.8. If, subsequent to the confirmation of the Order by Pathway, but prior to activation of the Service, Customer cancels the Order for Service, Customer will be charged a \$150 cancellation fee (the "**Cancellation Fee**"). Such amount represents a reasonable estimate of costs incurred by Pathway arising out of the Customer's failure to activate the Service.

IV. TERMINATION AND ACCOUNT SUSPENSION BY PATHWAY

- IV.1. Pathway will be entitled to terminate the Agreement and/or suspend the Services with no refunds to the Customer whatsoever, if Pathway discovers that:
 - i) Customer's Credit Card is invalid or
 - ii) Processing of the Service Fee via a Credit Card offered by the Customer is not authorised by the processing Financial Institution or
 - iii) Customer's bank account is closed or does not have sufficient funds to cover Service Fees or
 - iv) Customer has revoked Pathway's authorization to make Credit Card withdrawals or
 - v) Pathway cannot reach the Customer to obtain, confirm, revalidate or update information required to process the Customer's Credit Card or cheque
- IV.2. Upon termination or suspension of the Services, Customer will become liable for all applicable termination and other Fees.
- IV.3. Any Account that is more than fifteen (15) days late in any payment will be in default and is liable to be suspended or terminated pursuant to the terms of this section.
- IV.4. Payments made by cheque (for annual prepayments only) which are returned for Non-Sufficient Funds (NSF) or any other reason will be in immediate default and subject to an additional returned check charge (currently \$45) which must be paid before the Account is made in good standing.
- IV.5. Pathway may, in its sole discretion, cancel, or restrict the Services or suspend the Customer's Account (without any corresponding reduction in the Customer's monthly Service Fees) or may terminate this Service Agreement, at any time without notice, if:
 - i) The operations or efficiency of the Service is impaired by the Customer or any one using Customer's Account;
 - ii) Any amount is past due by Customer to Pathway;
 - iii) There has been or is a breach of any term or condition of this Service Agreement or of any document or policy forming part thereof (including without limitation the Acceptable Use Policy), by Customer or any other customer;Upon such termination Pathway will have no obligation to make any refund or other payment (including, without limitation, refund of set up fees, prepaid fees or other credits for future Services) to the Customer. Despite any such termination, Pathway may pursue any other recourse against the Customer, including barring the Customer from accessing stored email, or sending or receiving E-mail, information or other communication.
- IV.6. If Pathway terminates the Service as a result of Customers breach of this Agreement, Customer may be charged an applicable Termination Charge (as set out in Section III). In the event of an Account suspension for any of the above reasons, a service charge (in the amount of \$175.00 (over and above other applicable charges) will be applied to Customer's Account. If Customer's Account is suspended and the outstanding problem has not been resolved within eight (8) days from the date of suspension, the Service may be discontinued, in which case the then applicable installation and/or activation fee will apply if Customer wishes to resume Customers subscription to the Service.
- IV.7. Pathway shall have no responsibility to notify any third party providers of services, merchandise or information of the termination or suspension of Customers Account, Service or this Service Agreement. Termination of this Service Agreement or suspension of Customers Account and Service shall not relieve Customer from any Service Fees, Termination Charge, or other fees and charges, owing or other liability accruing hereunder prior to the time that such termination or suspension becomes effective.

V. CHANGE IN RESIDENTIAL TELEPHONE SERVICE

- V.1. If a change in Customers local loop or telephone service is requested from Customer's local phone company, it is Customer's sole responsibility to advise Pathway of the changes with a minimum of 30 days written notice before such change occurs. This includes moves, regardless of whether Customers phone number changes or not, changes to Customer's phone number and any other changes that may occur to Customer's local telephone service. All applicable cancellation and/or re-installation charges will be charged to, the Customers account or borne directly by the Customer.



VI. LIMITED WARRANTY

VI.1. To the extent permitted by applicable law, the Service, Service Router, Peripheral Equipment and any hardware, software or other deliverables provided by Pathway, its Agents and/or suppliers hereunder are provided "as is" and "as available" without warranties or conditions of any kind. Customers are responsible for the use and compatibility of the Service with any equipment, software, services and/or other materials not provided by Pathway (the "Third Party Equipment and Services"). Pathway disclaims all responsibility for determining compatibility between the Service and any Third Party Equipment and Services. To the extent permitted by applicable law, neither Pathway nor any of its affiliates, agents and/or suppliers warrant the performance, availability, uninterrupted or error free use of or operation of the Service or any deliverable provided under this Service Agreement. The entire risk as to the availability and performance of the Service or any deliverable provided under this Service Agreement is with Customer. Further, neither Pathway nor its affiliates, agents and/or suppliers warrant that any data or files sent by or to Customer will be transmitted, transmitted in uncorrupted form or transmitted within a reasonable period of time, that such data or files will not be intercepted, that other persons will not gain access to Customers Account, the Service, any of Customers computer equipment, or that any Content or other material accessible through the Service is free of viruses or other harmful components, or will not be subject to "caching" at intermediate locations on the Internet when being accessed through the Service.

VI.2. TO THE EXTENT PERMITTED BY APPLICABLE LAW, PATHWAY MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SERVICE, HARDWARE, SOFTWARE OR ANY OTHER SERVICES OR DELIVERABLES PROVIDED HEREUNDER, OR ANY MERCHANDISE, INFORMATION, CONTENT OR SERVICE PROVIDED ON THE INTERNET, AND ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED.

VII. LIMITATION OF LIABILITY

VII.1. In the event of any breach by Pathway, its affiliates, suppliers, employees or agents, including any breach of a fundamental term or any negligence, Customers exclusive remedy shall be to receive from Pathway payment for actual and direct damages to a maximum amount actually paid, as per the contract terms, for an amount not exceeding one month of Service. Other than the foregoing remedy, under no circumstances shall Pathway, its affiliates or its agents be liable to Customer or any third party for:

- i) Any direct, indirect, special, exemplary, punitive or consequential damages, including, without limitation, loss of profits and loss of business opportunities that result in any way from this Service Agreement, including the use of the Service or access to the Internet, or any part thereof, by Customer or any other person through Customers Account, or Customers reliance on or use of information, services or merchandise provided on or through the Service, or that result from mistakes, omissions, interruptions, deletion or corruption of files, errors, defects, delays in preparations, or transmission, or failure of performance, or
- ii) Any losses or expenses (including legal fees) arising out of, or in connection with any allegation, claim, suit or other proceeding based upon a contention that the use of the Service by Customer or a third party through Customers Account infringes the intellectual property rights or contractual rights of any third party.
- iii) Without limiting the generality of the foregoing, Pathway, its affiliates, suppliers or agents are not liable for:
 - a) Any act or omission of a telecommunications carrier whose facilities are used in establishing connections to points which Pathway does not directly serve;
 - b) Defamation or copyright infringement arising from material transmitted or received over Pathway's or its affiliates' facilities; or
 - c) Infringement of patents arising from combining or using customer-provided facilities with Pathway's or its affiliates' facilities.

VIII. MISCELLANEOUS

VIII.1. The Agreement expresses the entire understanding between the Customer and Pathway and replaces any and all former Agreements, understanding, offers and representations relating to Pathway's performance in connection with this Agreement and contains all of the terms, conditions, understandings, representations and promises between the Customer and Pathway.

This Agreement shall be governed by the laws of the Province of Ontario and the Customer and Pathway irrevocably agree to the exclusive jurisdiction of the courts of Ontario at Toronto.

I confirm that the information I have provided to Pathway Communications is true to the best of my knowledge and that I am 18 years of age or older. I have read, understood and agree to the Pathway Communications terms and conditions.

This is a four-page form, please ensure that all the applicable pages are completed and sent in, to activate the account.

Signature: _____ Name: _____ Date: _____