

# Terms of Service

## *(For Internet access and related services)*

Although we at Powers Enterprises (data) attempt to provide a high level of service at all times, please realize that acts of Nature and equipment failure can happen from time to time.

We will address any issues as quickly as humanly possible and work with our customers to ensure the best possible service and signal.

- Any customer requesting Internet access, must pay the installation fee of \$471.42 plus GST for a total \$495.00 prior to installation (*this covers the cost of the equipment, cabling, installation and the first full month of service*)
- Powers Enterprises (data) will provide you with (*last mile*) residential Internet services connection to the SuperNet, via a wireless device, CPE (*client premise equipment*), through our firewall. 10GB of combined traffic (uploads & downloads) is included in the monthly package. \$25.00/GB + GST will be charged for 5GB overage/ month or any portion thereof. Reasonable support, equipment service covered by warranty (one year from date of install) and our Email service are covered by the monthly Internet Access Fees.
- Our firewall does not replace your personal firewall and anti-virus. We are not responsible for your computers security. We only try to assist you by providing a reasonably safe network environment.
- You may cancel service at any time, however, only with receipt of 30 days written notice, during the first year following installation of the CPE (*client premise equipment; one year from date of install*), we offer a maximum 50% buy-back option\* of your original installation cost with return of CPE, power supply, POE and mount providing it has no physical damage; must be in working order.
- With 15 days notice, you may suspend your service for a billable month or a number of months with no consequence to you. For those that have paid in advance, credited months will simply be carried over when service is resumed.
- Any installation by customer request that is not in the recommended position, is at the customers risk and they will be charged for service work to move equipment if necessary.
- Trees and structures can affect signal, during winter months we have to take into consideration, trees leafing out.
- If the site analysis indicates a requirement for height, we can aid you or advise you on solutions but they are not included in the regular installation price.
- Any networking beyond the installation is a separate fee. We carry for sale a variety of routers, wireless routers, switches, PCI cards or any other networking piece of equipment or you may purchase such equipment from almost any electronics shop.
- Powers Enterprises (data) is not responsible for any of the customers' networking equipment or its performance unless purchased through us and covered by our in-store limited warranty (**7 days only from date of purchase**).
- p2p (*peer to peer*) or Bit-torrent programs *ie. (Kazaa, WinMX, Limewire and many more)* can be very hard on any network. Wireless Access points are even more susceptible because of the amount of connections they require. Although we do not ban the use of these file sharing programs, we do ask that you use them in a responsible manner by limiting the time that you use them, the number of files you download at any given time and the amount of uploads available from your shared folders.
- Any user that has a program such as p2p or a virus that affects others on the network will be contacted if possible and access to Internet may be cut off until they contact us during regular business hours so we can work together to remedy the situation. (*this is only fair as other people pay for service as well*) For our part, we have and will continue to work on better software and hardware to lessen the impact these sites have on our service without restricting individual users.
- We do not restrict access to any Web-site unless it is proven to have illegal content such as child pornography. When these sites are made aware to us through appropriate agencies, we block them at our firewall.
- Powers Enterprises (data) strictly prohibits the use of our network for any illegal or fraudulent purposes and will aid proper authorities in prosecuting the trade of child pornography, illegal or fraudulent Internet marketing.
- Our customers E-mail accounts are private and will not be sold to any marketing firm and are considered by us to be private and personal correspondence. If there is a problem with your E-mail account, or for any other maintenance we would have to have your explicit permission to view any correspondence contained on our mail server.
- The resale of our service without proper contract or agreement is strictly prohibited. Customers caught re-selling without permission or contract will be shut off and will not be re-activated. Buy-back option\* will not be available under these circumstances.

\*Buy-back option is for cancellation by customer within one year of installation. Customers disconnected for proven inappropriate use of Powers Enterprises (data) Internet service are excluded from this option.

**It is the customers responsibility to reboot the POE and check power, routers and connections before calling for a connection problem.**