Wireless Internet Service Provider Customer Agreement

Your WISP* may change portions of this Agreement from time to time by posting notice of such changes at least thirty (30) days in advance of the effective date of any changes online on your WISP*'s website. In addition, your WISP* may, at its option, advise you of such changes by sending you an electronic mail message at your user address. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING INFORMATION POSTED ONLINE TO OBTAIN TIMELY NOTICE OF SUCH CHANGES. YOUR NON-TERMINATION OR CONTINUED USE OF THE SERVICES AFTER CHANGES ARE POSTED CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT AS MODIFIED BY THE POSTED CHANGES. If you do not agree with any of the amendments to this Agreement, you agree to stop using the Services and to provide notice to Your WISP* of your termination of this Agreement in accordance with the paragraph 14. You further acknowledge that this Agreement is subject to any terms and conditions that may be required by law.

1. Definitions:

a) "Agreement" means the Invoice, together with the terms and conditions of this Customer Agreement as they may be amended from time to time, and posted on your WISP's website.

b) "Billing Date" means, for the first month, the Effective Date, and for each subsequent month, 30 days later, an electronic invoice will be sent to the email address on file 10 days before due date.;

c) "Billing Information" means your Customer information together with the details of your Payment Method, as designated on the Service Order;

d) "WISP*" means your Wireless Internet Service Provider as specified at the bottom of the agreement;

e) "Effective Date" means the date the Equipment is installed at the Premises as designated on the Invoice;

f) "Equipment" means the Point to Multipoint Subscriber Module AES together with all component parts installed by your WISP* at the Premises, which is usually sufficient to access and use the Services, and includes any additional equipment required to be installed at the Premises to access the Services, as designated on the Invoice;

g) "Installation Fee" means all fees for installation of the Equipment, including the Installation Fee - Basic Equipment and the installation fee - Additional Equipment, as designated on the Service Order;

h) "Service Order" means the document marked "Service Order" outlining your Customer Information, Service Information and Payment Method;

i) "Monthly Payment" means the fee for Services designated on the Service Order;

j) "PC" means your personal computer and all hardware and software components other than the Equipment used at the Premises to access the Services;

k) "Premises" means the place where the Equipment is located;

l) "Services" means the WISP* wireless internet access package providing high speed internet connection at the Premises;

m) "Term" means the number of months from the Effective Date designated on the Invoice (the "Initial Term") until termination in accordance with this Agreement, and includes any Renewal Term.

2. Term: Your WISP* will make reasonable efforts to provide you with the Services on the Effective Date, and continuously throughout the Term. However, there is no guarantee that the Services will commence on the Effective Date or continue without interruption thereafter. At the end of the Initial Term, this Agreement shall be renewed and continue in force for an unlimited number of one year terms (the "Renewal Terms"), unless and until this Agreement is terminated in accordance with paragraph 14.

3. Payment: You agree to pay your WISP* the Installation Fee and the Monthly Payment as indicated on the Service Order, plus all foreign, federal, provincial or municipal taxes and excises applicable thereto when due. The Installation Fee is due on the Effective Date AND IS NON-REFUNDABLE. The first month's Monthly Payment is due on the Effective Date. Each subsequent Monthly Payment will be due and payable on the Billing Date unless paid in advance on the Effective Date. Interest is chargeable on overdue accounts at 2% per month (24% per annum), calculated and compounded monthly, in advance, on any amount due and remaining unpaid on any Billing Date. Billing, invoicing, collection of accounts and other administrative services are provided to your WISP* by Tera-byte Dot Com Inc.

4. Equipment: Customer understands and agrees that the Services require certain Equipment. ALL EQUIPMENT IS AT ALL TIMES THE PROPERTY OF YOUR WISP*. Your WISP* may at its option, provide you with new or reconditioned Equipment. You may not sell, transfer, lease, encumber or assign all or any part of the Equipment to any other person. You shall not move the Equipment or repair, adjust, or otherwise tamper with the Equipment without the express written consent of your WISP*. If Equipment is defective or stops working for any reason, you will contact your WISP*, and your WISP* will make commercially reasonable efforts to maintain, repair, or replace the Equipment, in its sole discretion, and at your sole expense. However, should your WISP* determine that the Equipment is defective and cannot be repaired, then a credit will be issued to cancel the repair charge. You shall pay your WISP* the full manufacturer's suggested retail price for the replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered or assigned Equipment or any part thereof, together with any incidental costs incurred by your WISP* relating to the replacement of Equipment or any part thereof. You hereby authorize your WISP* to charge your credit card for any such charges. If you decide to move to premises which are not located in your WISP*'s territory, then you must provide written notice to your WISP*, and termination shall be effective on the last day of the month following the month in which your termination request is received by your WISP*.

5. NO WARRANTY: ALL EQUIPMENT AND SERVICES ARE PROVIDED BY YOUR WISP* "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FOR THE CIRCUMSTANCES TO WHICH THEY ARE SUBJECTED OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. YOUR WISP* DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE EQUIPMENT OR SERVICES. NO ADVICE OR INFORMATION GIVEN BY YOUR WISP*, ITS AFFILIATES, LICENSER, CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY. YOUR WISP* DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO YOU WILL BE TRANSMUTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME, THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY CONTENT OR OTHER MATERIAL ACCESSIBLE ON THE SERVICES IS FREE OF VIRUSES, CANCELBOTS, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS.

6. Access to the Premises: You agree to provide the employees, agents, contractors, and representatives of your WISP* access at all reasonable times to the Premises to install, maintain, inspect, repair and remove the Equipment. If you are not the owner of the Premises, upon request, you will supply Your WISP* with the owner's name and address, evidence that you are authorized to grant access to the Premises on the owner's behalf, and (if needed) written consent to access the Premises from the owner.

7. Your PC: It is your responsibility to ensure that your PC meets the requirements set out by your WISP* that are necessary to use the Equipment and the Services, as posted on your WISP*'s website. Your WISP* makes no warranty as to the adequacy or capacity of any hardware or third party software to attain performance objectives or to enable you to access the Internet using the Equipment and the Services. You acknowledge that when accessing the Internet, there are certain applications which are designed to allow other users to gain unauthorized access to your PC. It is your sole responsibility to take appropriate precautions to protect your computer from damage to its software, files or data as a result of any unauthorized access, virus or other harmful feature.

8. Add-Ons: Up to five e-mail address, webmail access and 100 MB of electronic storage space are available to you through Your WISP* for the Initial Term. You may enroll for these services free of charge by emailing support.

9. Service Availability/Interruption: The Service will normally be available to you when used within the operating range of your WISP*'s system. Services are subject to transmission limitation or interruption caused by atmospheric, topographical, and other conditions. Services may be limited in some areas where coverage is not available or may be temporarily limited or interrupted due to system capacity limitations and system repairs or modifications. Interruption may also result from non-payment by you as provided herein. You will be notified when your account is about to expire.

10. Your WISP* Provides No System Back-up. You acknowledge that your WISP* is not required to perform system backups on any of your data, emails, or web space. Except as otherwise set forth herein your WISP* will not provide historical data to any party for any reason, regarding any system or Internet activity.

11. Confidentiality and Privacy:

a) No Confidentiality: Information transmitted through the Internet in general, is not confidential. Your WISP* cannot and shall not guarantee your privacy or protection as a result of your use of the Internet using the Services. Your WISP* reserves the right to monitor your transmissions when deemed necessary to provide proper service, to protect the rights and property of your WISP*, or to comply with laws.

b) Account Monitoring: Your WISP* has no obligation to, but may monitor the Services electronically from time to time in order to disclose any information that may be necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect your WISP* or you.

c) Eavesdropping. Numerous customers use your WISP* Services, facilities and the airwaves. Any information, including sensitive or confidential information sent by you is sent at your sole risk, and your WISP* shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions by you.

d) Privacy and confidentiality: Your WISP* may collect, use and disclose your personal information as is necessary to satisfy any legal, regulatory or other governmental request; to operate the Service properly; or to protect your WISP* or its customers. Your WISP* adheres to the Canadian *Personal Information Protection and Electronic Documents Act*. More information on this act can be found at: http://lois-laws.justice.gc.ca/eng/acts/P-21/index.html

12. Representations and Warranties:

a) Billing Information: You represent that the Billing Information is your correct information and is true and accurate. You agree that you will provide timely advance notice to your WISP* of any change in your Billing Information.

b) End User Licenses: You agree to comply with the applicable terms and conditions of all end user license agreements accompanying any software or plug-ins to such software distributed in connection with the Equipment or the Services. All such end user licenses will terminate upon termination of this Agreement. In the event of an inconsistency between the terms of this Agreement and any such license, the terms of this Agreement shall prevail.

c) Multiple Users: You assume all liability for use of the Equipment and Services by anyone at the Premises, and you are responsible for ensuring that all such other users understand and comply with the terms and conditions of this Agreement.

INTITIALS:

d) Electronic Storage: Your WISP* may, in its sole discretion, delete or set up systems to delete data to ensure that maximum capacities are not exceeded.

e) Acceptable Use: You agree to comply with the policies of permitted and prohibited use of the Services as posted online and updated from time to time on your WISP*'s website (the "Acceptable Use Policy"). Violation of the Acceptable Use Policy by you or anyone else using the Services or the Equipment may result in termination of this Agreement.

13. Liability:

a) General: UNDER NO CIRCUMSTANCES SHALL YOUR WISP*, ITS AFFILIATES, LICENSERS, CONTRACTORS OR AGENTS OR THEIR RESPECTIVE EMPLOYEES BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS OPPORTUNITIES OR DAMAGE, LOSS OR DESTRUCTION OF ANY SOFTWARE, FILES OR DATA, THAT RESULT IN ANY WAY FROM THIS AGREEMENT, INCLUDING YOUR USE OF THE EQUIPMENT OR THE SERVICES OR ACCESS TO THE INTERNET OR ANY PART THEREOF, OR YOUR RELIANCE ON OR USE OF SERVICES OR EQUIPMENT OR INFORMATION OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICES, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, MALFUNCTIONS, COMPLETE BREAKDOWNS, DELETION OF FILES, ERRORS, DEFECTS, THEFT, DESTRUCTION, DELAYS IN PREPARATION OR TRANSMISSION, COMPUTER VIRUS OR ANY OTHER HARMFUL FEATURE OR FAILURE OF PERFORMANCE.

b) Limitation: IN THE EVENT OF ANY BREACH BY YOUR WISP*, ITS AFFILIATES, LICENSERS, CONTRACTORS OR AGENTS OR THEIR RESPECTIVE EMPLOYEES, INCLUDING ANY BREACH OF A FUNDAMENTAL TERM OF THIS AGREEMENT OR ANY NEGLIGENCE (INCLUDING GROSS NEGLIGENCE) BY YOUR WISP*, YOUR EXCLUSIVE REMEDY SHALL BE TO RECEIVE FROM YOUR WISP* PAYMENT FOR ACTUAL AND DIRECT DAMAGES TO A MAXIMUM AMOUNT EQUAL TO THE MONTHLY FEES PAID BY YOU TO YOUR WISP* IN THE THREE MONTHS IMMEDIATELY PRECEDING THE BREACH.

c) No Liability for Content: Some content on the internet may be offensive, unsuitable for minors, or non-compliant with local laws, regulations and other rules. You acknowledge that all content accessed at the Premises or through the Services by any user is accessed and used at that user's sole risk. You agree to supervise all usage of the Services by minors. Your WISP* assumes no liability whatsoever for any claims or losses arising out of or otherwise relating to access to or use of such content. You agree to hold your WISP* harmless from all liabilities and expenses related to any breach of this Agreement by any user of your PC, the Equipment or the Services. The limitations of subsections 13(a), (b) and (c) apply even if Your WISP* has been advised of or foresees the possibility of any damages occurring.

d) Your Liability and Indemnity: YOUR WISP* SHALL NOT BE LIABLE FOR, AND YOU DO HEREBY INDEMNIFY AND SAVE YOUR WISP* HARMLESS FROM AND AGAINST ALL SUITS, CLAIMS OR JUDGEMENTS HOWSOEVER ARISING (INCLUDING YOUR WISP*'S LEGAL FEES ON A SOLICITOR AND HIS OWN CLIENT BASIS) OUT OF ANY OF THE FOLLOWING;

i) CLAIMS FOR LIBEL, SLANDER, INFRINGEMENT OF TRADEMARK, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY OR BASED ON ANY OTHER LEGAL THEORY HOWSOEVER ARISING FROM THE MATERIAL, DATA OR OTHER CONTENT FROM TRANSMISSIONS TO OR FROM YOU OR YOUR PC USING THE SERVICES, WHETHER AUTHORIZED BY YOU OR NOT; OR

ii) ANY LOSSES, DAMAGES, EXPENSES OR COSTS ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM, OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE EQUIPMENT OR SERVICES BY YOU OR A THIRD PARTY INFRINGES ANY INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY; OR

iii) ANY LOSSES, DAMAGES, EXPENSES OR OTHER CLAIMS BY ANY OTHER PERSONS RELATING TO THE SERVICES PROVIDED TO YOU; AND

iv) ANY AND ALL THIRD PARTY ACTIONS, SUITS, DEMANDS, CLAIMS, PROCEEDINGS, JUDGMENTS, COSTS AND EXPENSES ARISING FROM OR INCIDENTAL TO THE FOREGOING.

14. Termination: Upon termination of this Agreement for any reason, you agree that you will grant your WISP* access to the Premises to remove the Equipment or, at the request of your WISP*, you will deliver the Equipment to your WISP* (at its address for notice provided herein), and in either event, you will promptly return to your WISP* (at its address for notice provided herein) all copies of any software provided to you by your WISP*.

a) Termination by Your WISP*:

i) Termination without Notice for Non-Payment: If your WISP* is unable to obtain payment from you by the Billing Date at any time during the Term, your WISP* may immediately terminate the Agreement or your access to the Agreement and any such license, the terms of Services, or both, without notice to you. Upon such termination, in addition to payment of all other amounts due, you may be required to pay a reactivation fee if you request to continue the Service, and if your WISP* agrees.

ii) Termination without Notice other than for Non-Payment: Your WISP* may immediately terminate this Agreement and suspend Services at any time without notice to you if you resell the Services, if you make a false or misleading representation to your WISP*, if you fail to allow access to the Premises in accordance with section 6 hereof, or if you are in breach of any term or condition of this Agreement, other than as contemplated in paragraph 14.a)i) hereof. Upon such termination, you will immediately pay your WISP* a lump sum equal to the Monthly Fee multiplied by the number of months remaining in the Initial Term or the Renewal Term, as the case may be, plus an administration fee assessed in the discretion of your WISP*.

iii) Termination with Notice: Your WISP* may terminate this Agreement for any other reason, at any time, upon reasonable notice to you. Upon such termination, you will pay your WISP* all fees incurred up to the termination date.

b) Termination by you: You may give written notice of your intention to terminate this Agreement at any time, for any reason. Upon such termination, you will immediately pay your WISP* a lump sum equal to the Monthly Fee multiplied by the number of months remaining in the Initial Term or the Renewal Term, as the case may be, and such termination is effective on the last day of the month following the month in which your termination request is received by your WISP*.

15. Disputes: Any claim, dispute or controversy (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to: (a) this Agreement; (b) the Services or the Equipment; (c) oral or written statements, advertisements or promotions relating to this Agreement, the Services or the Equipment; or (d) the relationships which result from this Agreement (including relationships with third parties who are not signatories to this Agreement) (the "Dispute"), will be referred to and determined by a sole arbitrator (to the exclusion of the courts). Notice of a Dispute and a request to arbitrate shall be given and will initiate the arbitration process. Arbitration will occur at such location designated by your WISP* within Alberta and within 100 km of the Installation Address, as designated on the Invoice. Arbitration of any Dispute will be in accordance with the laws then in effect in the Province of Alberta. You agree to waive any right you may have to commence or participate in any class action against your WISP* related to any dispute and, where applicable, you also agree to opt out of any class proceedings against your WISP*.

16. Notice: Any notice required to be given to your WISP* shall be in writing and delivered to: Terminal Level, 10004 104 Avenue, Edmonton, Alberta, CANADA T5J 0K1. Any notice required to be given to you pursuant to this Agreement shall be in writing and delivered to the Installation Address, as designated on the Invoice.

17. General: The failure of either party to exercise any option herein or to insist upon the strict interpretation of this Agreement shall not be a waiver of any right or option, but the same shall continue to be in full force and effect. This Agreement is governed by and construed in accordance with the laws of the province of Alberta. This Agreement, the Invoice, the Acceptable Use Policy, the Privacy Policy, and all attached Schedules constitute the entire Agreement and understanding between the parties with respect to the subject matter of this Agreement and supersede and replace any and all prior written or verbal agreements. This Agreement, the Equipment and the Services may not be assigned, transferred, resold or sublicensed without your WISP*'s prior written consent, which consent may be withheld by your WISP* in its sole discretion. Any term, covenant or condition of this Agreement, or any portion thereof which is held to be invalid or unenforceable shall be severed and the remainder shall not be affected thereby.

18. Survival of Terms: The obligations described in sections 3, 4, 5, 6, 10, 11, 12, 13, 15, 16 and 17 hereof and this section survive the expiration or earlier termination of this Agreement for any reason.

Buyer's Right to Cancel:

You may cancel this contract from the day you enter into the contract until 10 days after you receive a copy of the contract. You do not need a reason to cancel.

If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. For more information, you may contact your provincial consumer affairs office. If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods. To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax or by personal delivery.

This agreement is between

Wireless Internet Service Provider (WISP*)

AND

_____

Client Signature

_____ _____

Client Name Date

By signing above I acknowledge that I have read and understood the customer agreement above.

Terminal Level, 10004 104 Avenue, Edmonton, AB, Canada, T5J 0K1
Phone: (780) 413-1868 Fax: (780) 413-1869