

CABLE TV SERVICE AGREEMENT

Mitchell Seaforth Cable TV Ltd., Grand Bend Cable TV Ltd., Ward Cable TV Ltd. (hereinafter called CABLE TV) provides Cable Television Services, Internet Access and other Internet and Networking related services. Both CABLE TV and the Account Holder undertake certain responsibilities and enjoy certain privileges. The most important of these are outlined below.

CABLE TV DATA Terms and Conditions

1) CABLE TV provides its services in exchange for the payment of all applicable fees and upon compliance with these Terms and Conditions by the Account Holder.

2) The Account Holder may use CABLE TV services for lawful purposes only. It is unlawful to transmit any material in violation of any Canadian or Provincial regulation. Such material includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret. Public Domain material (e.g., text, programs, and images) may be transmitted using CABLE TV services. The responsibility for determining whether any material is in the public domain is the Account Holder's. Transmission of copyrighted material (e.g., text, programs, and images) requires the express permission of the copyright holder. The responsibility for obtaining this permission is the Account Holder's. If the Account Holder's use of CABLE TV services damages that Account Holder or anyone else the Account Holder will indemnify CABLE TV and hold CABLE TV harmless from any claims.

3) CABLE TV reserves the right to suspend or terminate any account upon discovery of it's involvement in (including but not limited to) the following activities or events:

A) Perpetration of unlawful activities.

B) Use of CABLE TV as a platform for gaining unauthorized access to or doing mischief on other systems including but not limited to configuring your computers internet address settings by any method other than CABLE TV'S DHCP server.

C) Bulk mailings or bulk postings to news

D) Tampering with or violating the privacy of other Account Holder's files.

E) Overuse of system resources including spawning excess processes or processes that persist continuously

F) Hosting Internet or FTP content including but not limited to all forms of file serving

To ensure all Cable TV Internet clients have fair and equal access, Cable TV monitors the network to prevent excess consumption of bandwidth by a small number of clients. Determining excess consumption is fairly straightforward using historical, statistical analysis of the user base. Cable TV provides a generous baseline for normal usage of system resources. When a client exhibits patterns placing that client above the baseline threshold for an extended period of time, Cable TV may temporarily limit that client's throughput or disconnect the service to ensure the integrity of the system for other clients

4) CABLE TV services are provided for the use of the party agreeing to these terms alone.

Resale or use of the Account Holder's privileges and connection with CABLE TV by any other person or any other organization is prohibited.

- 5) The Account Holder understands that violations of these Terms and Conditions is unethical and may involve criminal offense. When CABLE TV becomes aware of such violations it is obliged to investigate and, should it be necessary, inform and cooperate with appropriate Local, Provincial, and Federal authorities in their investigations.
- 6) Account Holder must subscribe to Basic Cable Television Service provided by CABLE TV.
- 7) Initial payment is due upon activation which includes all installation and first months payment. Subsequent payments are due prior to the next month's service rental. Non payment of any CABLE TV Service to include but not limited to CABLE TV Television Services or CABLE TV Data Services could result in termination of all Services provided by CABLE TV to Account Holder.
- 8) The Account Holder agrees that the modems provided remain the property of CABLE TV and upon termination of service modem(s) must be returned to CABLE TV within 7 days of termination. If modem(s) is/are NOT returned a charge of \$700.00 plus taxes will be applied to Account Holder's account and may be applied to the credit card provided by Account Holder.
- 9) Account Holder warrants the modem provided will remain powered up and connected to Cable TV line at the installation address noted on CABLE TV'S most current work order. Unauthorized relocation of the modem will result in termination of service.
- 10) When an account is suspended it means that cable modem activity is no longer accepted. When an account is terminated, all mail, files, and directories associated with it are erased.
- 11) Requests for cancellation of an account should be sent to CABLE TV in writing via e-mail, fax, or postal service.
- 12) CABLE TV exercises no control over the content of the information passing through it or stored in it. All Account Holders and especially parents are hereby notified that messages, conversations, and graphical images with sexually explicit and violent content exist on the Internet and consequently might be encountered when using CABLE TV services. An Account Holder must be an adult.
- 13) CABLE TV disclaims any warranty of merchantability or fitness for a particular purpose. CABLE TV will not be responsible for any damage the Account Holder suffers or any fees, including attorney's fees, the Account Holder incurs. This "damage" includes, but is not limited to, loss of data resulting from delays, nondeliveries, misdeliveries, hardware installation/operation (listed below and approved by Account Holder's signature) or service interruptions caused by its own operations or the Account Holder's errors or omissions. Use of any information obtained via CABLE TV is at the Account Holder's own risk. CABLE TV specifically denies any responsibility for the accuracy or quality of information obtained through its services.
- 14) These published Terms and Conditions supersede all previous representations, understandings, or agreements and shall prevail notwithstanding any variance with terms and

conditions of any order submitted. Upon notice published in CABLE TV's on-line documentation and to all Account Holders via e-mail, CABLE TV may modify these terms and conditions, amplify them, as well as change or discontinue services offered. Use of CABLE TV constitutes acceptance of these Terms and Conditions. If these Terms and Conditions do not meet with the Account Holder's agreement, that Account Holder should contact CABLE TV to initiate account closure and the remission of any applicable refund.