

# LITTLE LOON WIRELESS INTERNET TERMS OF SERVICE

(For Equipment Take-overs)

Cust ID # \_\_\_\_\_

Little Loon Wireless (“**Little Loon**”) is pleased to provide Internet Services (the “**Service**”) to you (the “**Customer**”) on the terms set out below. These Terms of Service, our Acceptable Use Policy and your signed contract constitute the agreement between you and Little Loon Wireless with respect to your use of the Service. By your use of any of Little Loon’s Services, you are deemed to have acknowledged and consented to these Terms of Service.

Little Loon may modify these Terms of Service from time to time without prior notice. The current Terms of Service are posted on our website at [www.littleloon.ca](http://www.littleloon.ca). Consult the Little Loon website regularly to ensure that you are in compliance with the most recent version of the Terms of Service.

## **1. THE SERVICE**

The Service includes the services specified on your contract and any other services that Little Loon may provide to you from time to time.

## **2. EQUIPMENT TAKE-OVER AGREEMENT**

**2.1** Where the Customer has moved into a building which has existing Equipment intended for use with Little Loon Service. Little Loon’s records indicate that either:

**A: The Equipment is the property of the homeowner**

The previous resident(s) of this building purchased the Little Loon Equipment outright and it has been left with the building. You assume ownership of the Equipment and may have this Equipment activated under your account.

\_\_\_\_\_  
Initials

**B: The Equipment is the property of Little Loon Wireless**

The Equipment on the building is the property of Little Loon and You may reactivate the equipment on your own account, the Equipment will remain the property of Little Loon. The Customer agrees to the pre-authorized debit method of payment. The Customer authorizes Little Loon Wireless to debit the Customer’s bank account the amount of the package fee each month. If service is ever discontinued, then all Equipment must be returned at stated in Section 6.

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Initials

## **3. FEES**

**3.1** You agree to pay the applicable monthly fees for the Service, together with all applicable taxes.

**3.2** Service call requests will be billed to the Customer at Little Loon’s prevailing rates.

**3.3** Installation fees and reconnection charges are non-refundable.

## **4. PAYMENTS**

**4.1** Charges will be billed monthly in advance, issued the first day of the month. Payment must be made within thirty (30) days of the invoice date. Pre-authorized payment is the preferred method, but you may also pay via internet or telephone banking, Visa/MasterCard, or cheque.

**4.2** You agree to promptly notify Little Loon of any changes in your billing information, including any change to your automatic payment method. Little Loon reserves the right to examine credit reports at any time.

**4.3** Unpaid balances will be subject to a 2% per month (26.82% per year) late payment charge. Delinquent accounts may be suspended or cancelled at Little Loon’s sole discretion. If the Service is disconnected for delinquency, the Service may be reinstated if you pay all outstanding charges, including a twenty-five dollar (\$25.00) reconnection charge. If you fail to make payment in full within ten (10) business days of disconnection, Little Loon has the right to send your account to collection. If service is disconnected for delinquency, you are subject to the cancellation terms as explained in Section 6.

## **5. COLLECTION CHARGES**

You agree to pay Little Loon twenty-five dollars (\$25.00) for each payment returned for any reason.

## 6. CANCELLATION

If the Customer wishes to terminate the Service, notice must be received by telephone or written notification. You are responsible for all amounts owing to Little Loon up to the time the termination becomes effective. If the Equipment is the property of Little Loon you are responsible for:

### Equipment Return

You agree to remove and return the Equipment at your expense to Little Loon at 826 – 57<sup>th</sup> Street East in Saskatoon within thirty (30) days of termination. If this requirement is not met within thirty (30) days of termination or if you request Little Loon to remove the Equipment, you agree to give Little Loon access to your premises at a mutually agreed upon time to remove the Equipment for a fee of one hundred dollars (\$100.00). Failure to return the Equipment in good working order will result in your being charged the full retail price of the Equipment.

## 7. IF YOU ARE MOVING

**7.1** If you are moving to a location where Little Loon provides the Service, we can move the Equipment to the new address and align it, at Little Loon's prevailing service call rate. Please advise Little Loon at least thirty (30) days prior to the date you are moving.

**7.2** If new owners are moving into your current location and would like to assume use of the Equipment, you need to first inform our office that you are disconnecting the Service at that location under your name and then have the new owners contact our office to sign up for the Service under their own name. If the new owners use the Equipment and no service call is necessary (please do not take the power adaptor with you), you will be provided with a fifty dollar (\$50.00) service credit if you are having the Service installed at a new location.

**7.3** Where Little Loon owns the Equipment, if you are moving out of the coverage area or the new owners do not assume use of the equipment, all Equipment must be returned at stated in Section 6.

## 8. SUPPORT

**8.1** The Little Loon help desk will provide telephone and email assistance on a reasonable effort basis during the hours of operation specified on Little Loon's website [www.littleloon.ca](http://www.littleloon.ca). Support is limited to your problems using the Service and may exclude problems related to certain equipment (e.g. routers, wireless devices and switches) and software.

**8.2** The Customer agrees that Little Loon will not be held liable for any loss, damage or undesired results that may occur from Little Loon's support of the Service.

## 9. CHANGES TO THE SERVICE

Little Loon reserves the right to change the Service or rates with thirty (30) days notice.

## 10. WARRANTY

There is a one year warranty on the Equipment and installation starting from the date of installation. The warranty does not cover damages due to external causes, including but not limited to, abuse, accident, act-of-God, misuse, problems caused by use of parts not supplied by Little Loon, servicing not authorized by Little Loon, or vandalism. Any unauthorized opening of the Equipment enclosures will void this warranty in its entirety.

## 11. LIMITATION OF LIABILITY

Little Loon is not liable for:

- (a) any interruption or unavailability of the Service due to acts of God, lightning, power failures, equipment failures, scheduled or unscheduled maintenance, or any event beyond the reasonable control of Little Loon.
- (b) any acts or omissions by the Customer or by any third party;
- (c) any loss, cost, expense or damage of any kind caused directly or indirectly by the Equipment;
- (d) any damage to your premises incurred while installing or removing the Equipment and associated wiring, when such damage is not wholly caused by Little Loon's negligence.

## 12. ACCEPTABLE USE POLICY

**12.1** This Acceptable Use Policy is designed to foster an online environment of mutual respect in which everyone is able to enjoy the benefits of the Service. We believe that the restrictions set out in this section represent a fair balance between the freedom of the individual and the need for some basic rules to ensure that Little Loon's Service is not used in an abusive or illegal way.

**12.2** Little Loon's Customers are responsible for ensuring that their accounts are used in accordance with this Acceptable Use Policy. If Little Loon has reason to suspect that a Customer, or anyone using a Customer's account, is violating this Policy, then the account in question may be suspended pending an investigation. If, after

an investigation, Little Loon determines that an account has been used in violation of this Policy, Little Loon may, at its discretion, terminate the Customer's account.

**12.3** Little Loon does not actively monitor its Customers' use of the Service. Little Loon relies on its Customers to govern themselves and to protect the integrity of the network by reporting any violations of this Acceptable Use Policy to Little Loon.

**12.4** Little Loon has the right, but not the obligation, to investigate any violation or alleged violation of this Acceptable Use Policy, including the right to examine any information or material on Little Loon servers and wire lines.

**12.5** Little Loon has the right, but not the obligation, to remove any content that it deems, as its sole discretion, to be in violation of any part of this agreement.

**12.6** Little Loon has the right, but not the obligation, to take any steps it deems necessary to prevent violations of this agreement from occurring.

**12.7** The failure of Little Loon to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

**12.8** Little Loon Customers must not disrupt or interfere with the normal operation of Little Loon internet systems, networks, or activities in any way that adversely affects the ability of other people or systems to use Little Loon Services or the Internet, including, but not limited to:

- (a) denial of service attacks;
- (b) flooding of networks;
- (c) attempts to overload a service;
- (d) attempts to cause system crashes;
- (e) attempts to gain access to the private systems or data of Little Loon, without the prior consent of Little Loon.

**12.9** Little Loon Customers must not use their Internet accounts to:

- (a) circumvent or attempt to circumvent security or authentication systems on any host network hardware, or Customer account, including, but not limited to, logging into any server, account or network without authorization and electronically probing the security of any system or network;
- (b) disrupt or interfere with the normal operation of any system or network operated by any third party;
- (c) gain access or attempt to gain access to the private systems or data of any third party without the prior consent of the third party.

**12.10** Little Loon Customers must comply with the current bandwidth/network traffic, data storage and other limitations on the Service. Customers must ensure that their activity does not improperly restrict, inhibit or degrade any other Customer's use of the Service, nor represent (in the sole judgment of Little Loon) an unusually large burden on the network itself. In addition, Customers must ensure that their activity does not improperly restrict, disrupt, inhibit, degrade or impede Little Loon's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services. Little Loon reserves the right to manage the network and make any changes necessary to provide optimum performance to all Little Loon Customers.

**12.11** Little Loon Customers may not resell, share, or otherwise distribute the Service, or any portion thereof, to any third party. For example, you cannot provide Internet access to others through a hotspot or public wireless, host shell accounts over the Internet, or provide email or news service unless express permission is granted by the Customer agreement.

**12.12** Little Loon provides the Service on a "best-effort" basis and does not guarantee upload and download speeds. There are numerous factors that affect Internet speed, including but not limited to the Customer's location, Internet traffic, the configuration of the Customer's computer, and other factors beyond Little Loon's control. Little Loon residential Internet accounts do not include SLAs (Service Level Agreements); meaning Little Loon does not provide a minimum system uptime nor provide a minimum time for repair. Little Loon provides a "best-effort" to address any technical or performance issue with the Service. Little Loon does not guarantee that the Service will be uninterrupted or problem free. The Service is provided on an "as is" basis and it is the Customer's responsibility to report any technical or performance issue with the Service to the Little Loon help desk.

**12.13** Little Loon reserves the right to monitor e-mail messages and filter any messages determined by Little Loon to be malicious before they enter your inbox. Little Loon does not warrant that this service will prevent all

malicious threats to your computer. Little Loon does not assume any responsibility for the acts or omissions of your use of the Service.

**12.14** Little Loon Customers must not use the Service to encourage, facilitate or engage in any illegal activities, including without limitation:

- (a) defamation: posting or transmitting any material which is defamatory under any applicable laws;
- (b) fraud: posting or transmitting any information that you know or ought to know is false, and that you intend others to rely on;
- (c) unlawful material: posting or disseminating unlawful material;
- (d) false advertising: posting or transmitting any advertising or promotional materials that contain false, deceptive, or misleading statements, claims or representations;
- (e) copyright violation: posting or transmitting any information, software, photograph, video, graphic, music, sound and other material in violation of another person's copyright;
- (f) trade-mark violation: posting, transmitting, displaying or using any words or symbols that violate any other person's rights in its trade-mark or trade-name.

**13. Little Loon Wireless 30 Day Money-Back Guarantee**

Little Loon Wireless high-speed Internet service includes a 30-day money-back guarantee. If you are dissatisfied with your service for any reason, you will receive a refund if you cancel your subscription within 30 days of activation. To cancel your service, contact Little Loon Wireless Customer Service at 1-866-328-6144. Little Loon Wireless will refund the cost of the installation (where applicable) and any funds paid to Little Loon Wireless for the first 30 days of Internet service.

I, \_\_\_\_\_, hereby agree to the terms of the Service Agreement stated above. (PRINT NAME)

Date: \_\_\_\_\_, 20\_\_ Signature: \_\_\_\_\_

Company Representative: \_\_\_\_\_

A copy of the Terms of Service will be supplied to you via mail.

**Little Loon Wireless Operated by Access Communications Co-operative Limited Pre-Authorized Payment (PAP) Agreement**

**1. Customer Information (Please Print Clearly)**

Name: \_\_\_\_\_ Little Loon Wireless Customer ID #: \_\_\_\_\_

Address: \_\_\_\_\_ City/Town: \_\_\_\_\_ Province: \_\_\_\_ Postal Code \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**2. a) Credit Card Information**

Please call the office toll-free at 1-866-328-6144 to provide your Mastercard or Visa credit card number and expiry date.

Email: \_\_\_\_\_

----- OR -----

**2. b) Bank Account Information (attach VOID cheque or complete full details below)**

Financial Institution (FI) Name: \_\_\_\_\_ Branch Address \_\_\_\_\_

FI Account Number: \_\_\_\_\_ FI Transit Number: \_\_\_\_\_ - \_\_\_\_\_  
(Branch #: 5 digits) (FI #: 3 digits)

**3. Pre-Authorized Payment Details**

I/we authorize Access Communications to debit my/our account indicated above on the first business day of each month for all charges payable to Access Communications.. I/we acknowledge this amount may change from month to month as a result of a direct action on my/our part and I/we agree to waive the pre-notification requirement. Access Communications will provide at least 10 days notification of any price changes. Access Communications' treatment of each payment shall be the same as if I/we personally issued a cheque authorizing Access Communications to debit the amount specified to my/our account. I/we acknowledge that I/we have read, understood and accepted all the provisions contained in the Terms and Conditions of the Pre-Authorized Payment Authorization and that I/we have received a copy.

**Authorized Signature(s):** \_\_\_\_\_ **Date:** \_\_\_\_\_

*For a joint account, all depositors must sign if more than one signature is required on cheques issued against the account.*

*- In the event that you change banks, simply send us a new voided cheque and will make the necessary changes.*

*- Please advise us of any changes to your credit card expiry date.*

Return to Little Loon Wireless, 826 – 57<sup>th</sup> Street East, Saskatoon SK S7K 5Z1, [cs@littloon.ca](mailto:cs@littloon.ca); Tel: 1-866-328-6144; Fax: (306) 931-8787

## PRE-AUTHORIZED PAYMENT AUTHORIZATION – TERMS AND CONDITIONS

I/we acknowledge that this authorization is provided for the benefit of Access Communications and the Processing Institution and is provided in consideration of the Processing Institution agreeing to process debits against my/our account in accordance with the Rules of the Canadian Payments Association.

I/we warrant and guarantee that all persons whose signatures are required to sign on this account have signed.

This authorization may be cancelled at any time upon notice by me/us. I/we acknowledge that, in order to revoke this authorization, I/we must provide notice of revocation to Access Communications.

I/we acknowledge that provision and delivery of this authorization to Access Communications constitutes delivery by me/us to the Processing Institution. Any delivery of this authorization to you constitutes delivery by me/us.

Access Communications and I/we agree to waive the pre-notification requirement set out in Section 11 of Appendix II of rule H1 of the Canadian Payments Association.

I/we undertake to inform Access Communications, in writing, of any changes in the account information provided in this authorization prior to the next due date of the Pre-Authorized Debit (PAD).

The account that Access Communications is authorized to draw upon is indicated in the accompanying authorization. A specimen cheque for this account has been marked "VOID" and attached hereto.

I/we acknowledge that the Processing Institution is not required to verify that a PAD has been issued in accordance with the particulars of my/our authorization including, but not limited to, the amount.

I/we acknowledge that the Processing Institution is not required to verify that any purpose of payment for which the PAD was issued has been fulfilled by Access Communications as a condition to honoring a PAD issued or caused to be issued by Access Communications on my/our account.

Revocation of this authorization does not terminate any contract for goods or services that exists between Access Communications and me/us. My/our authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged.

A PAD may be disputed by me/us under the following conditions:

1. The PAD was not drawn in accordance with my/our authorization; or
2. The authorization was revoked.

In order to be reimbursed, I/we acknowledge that a declaration to the effect that either (1) or (2) took place, must be completed and presented to the branch of the Processing Institution holding my/our account up to and including 90 calendar days in the case of a personal/household PAD (or up to 10 business days in the case of a business PAD), after the date on which the PAD in dispute was posted to my/our account.

I acknowledge that a claim on the basis that my/our authorization was revoked, or any other reason, is a matter to be resolved solely between Access Communications and me/us when disputing any PAD after 90 calendar days in the case of a personal/household PAD (or up to 10 business days in the case of a business PAD), after the date on which the PAD in dispute was posted to my/our account.

I have certain recourse rights if any debit does not comply with this agreement. For example, I have the right to receive reimbursement for any debit that is not authorized or not consistent with this PAD Agreement. To obtain more information on my recourse rights, I may contact my financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).