

**1690112 Ontario Incorporated.
Trading as G1HiSpeed.
P.O. BOX 747
Harrow Ontario**

Wireless Internet Service Agreement:

By establishing an account or using the Services of G1HiSpeed, you agree to be bound by this Agreement for a period of 24 months and to use the service in compliance with this Agreement, our Acceptable Use Policy and other policies.

The following terms and conditions shall apply to all customers subscribing to G1HiSpeed Service. This Agreement is part of and shall be incorporated into the Acceptable Use Policy. In utilizing G1HiSpeed Service, Customer agrees to adhere to the terms and conditions of the Acceptable Use Policy and this Agreement as G1HiSpeed may modify it from time to time. In the event of an inconsistency or conflict between the Acceptable Use Policy and this Agreement, the provisions of this Agreement shall govern.

Payment Policies and Terms:

Subscriber shall be billed monthly for service one month in advance. Payment by Subscriber shall be due to G1HiSpeed within fifteen (15) days from the date of the invoice. Accounts remaining unpaid for thirty (30) or more days shall be deemed delinquent. Delinquent accounts shall have Subscriber services "suspended" until the account is paid in full. For any subscribers account that has been placed on suspended service there shall be due a Fifty Dollar (\$50.00) reconnection charge to reactivate Subscribers Services after the rearrange has been paid.

Termination:

Subscriber may terminate this Agreement by submitting a request for termination (email, fax, Canada Post or telephonically) to the addresses or phone numbers listed in this agreement. If no notice of termination is received 30 days before the 24th month of commencement this agreement will be put in force for another 24 month period.

Requests received prior to close of business shall have a termination date of the next business day Without prior notice, G1HiSpeed may terminate this Agreement, your password, your account, or your use of the Services, for any reason, including, without limitation, if G1HiSpeed, in its sole discretion, believes you have violated this Agreement, our Acceptable Use Policy, or any of the applicable user policies, or if you fail to pay any charges when due.

G1HiSpeed may provide termination notice to you by: email addressed to your email account or by Canada Post or courier service to the address you provided for the Services.

Termination by G1HiSpeed for violation of the "Acceptable Use Policy" shall be subject to the termination fee as described above.

Additional Fees:

In the event that special construction, or additional equipment including but not limited to, longer cable, additional grounding, higher tower or mast hardware, or specialized antennas, an additional fee will be required for said equipment and any additional labor not included in the standard install. Additional labor is billed at \$60.00/hr.

Equipment and Scope of Work:

All equipment, modems, subscriber modules, antennas and standard mounting equipment, not purchased by the Subscriber will at all times remain the property of G1HiSpeed. Subscriber may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party. Subscriber shall pay for the full retail cost of, or the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased encumbered or assigned equipment or part thereof, together with any costs incurred by G1HiSpeed in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of this Agreement, Subscriber authorizes G1HiSpeed to retrieve from Subscriber's premises equipment that is owned by G1HiSpeed.

Standard Maintenance:

G1HiSpeed's connection point ends at the Subscriber Module. Any trouble beyond our network or equipment is the full responsibility of the Subscriber and their subsequent Network Administrator or vendor. Standard maintenance is limited solely to G1HiSpeed's network and backbone connectivity. If your connection ceases to function properly but G1HiSpeed's network is still functioning properly, a technician will be sent to troubleshoot. If the problem is due to subscriber negligence, or any of those items listed in the "Not covered by Standard Maintenance" section, standard hourly rates apply.

Not Covered by Standard Maintenance:

Maintenance, repair or replacement of parts damaged or lost through catastrophe, accident, lightning, neglect, misuse, transportation, theft, fault or negligence of Subscriber or causes external to the wireless system, such as, but not limited to failure of, or faulty, electrical power, operator error, or malfunction of Subscribers computer and/or peripheral equipment not installed by G1HiSpeed, or from any cause related to or other than the intended and ordinary use. Antenna re-aiming or relocation due to obstructions such as trees, vegetation or buildings, or storm related damage. Any re-aiming or relocation of antennas, or reconstruction of tower/mast assemblies will be billed to the Subscriber at standard hourly rates.

Permitting and Landlord Approval:

It is the Subscriber's responsibility to obtain any required permits, homeowner associations approvals, mortgage grantor's permission, or to grant or gain landlord approval for the placement of the antenna on the Subscribers building. Landlord/Owner consents to the installation, maintenance, and removal of the equipment described herein and required by Subscriber to receive G1HiSpeed's services.

Authorized Signature of Landlord/Owner Date

Or other interest holder in the property.

Acceptable Use Policy:

G1HiSpeed agrees to provide high speed wireless internet to the subscriber listed below subject to the following terms and conditions:

This service is for single family residence or single business use only. Internet sharing is allowed only within the boundaries of the residence. Allowing others to use this connection via wired, wireless (WiFi or other technology) or by other means will result in immediate disconnection. Reselling this service will result in immediate disconnection. Using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited.

Two Email accounts are provided per service if desired. NO refunds and/or discounts will be given for email related problems. Our email service is free and no discounts will be given for non-use of email services.

Abuse of Services:

Any use of the system that disrupts the normal use of the system for other Subscribers is considered to be abuse of services. The propagation of computer worms or viruses or the use of the network to make unauthorized entry to their computational, information, or communication devices or resources of others is a violation of this agreement. The use of G1HiSpeed's services by Subscribers to modify, alter, reverse engineer, decompile disk, or disassemble any proprietary work in whatever form is a violation of this agreement. The failure of any Subscriber running IPX to use an IP tunneling protocol is a violation of this Agreement. The broadcast of Routing Internet Protocol (RIP) or any other inter router protocol by Subscriber is a violation of this Agreement. Any Subscriber deemed by G1HiSpeed to be in violation of this section is subject to immediate termination.

Monitoring the Services:

G1HiSpeed has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if G1HiSpeed, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly; or protect itself and its interests. G1HiSpeed may immediately remove your material or information from G1HiSpeed's servers, in whole or in part, which G1HiSpeed, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.

Additional Clarifications, Terms and Conditions:

User names, passwords and email addresses are G1HiSpeed's property and G1HiSpeed may alter or replace them at any time. G1HiSpeed has no control over certain types of interference and signal blockage. We do not guarantee any level or quality of service. If the service becomes unusable and cannot be restored within 2 working days, your account will be credited for the outage. If service is interrupted more than an aggregate of 4 days in any given month, term contracts may be canceled without penalty. G1HiSpeed cannot be held liable for any type of loss, whether actual or perceived, due to a lack of service. Subscribers understand that service will be interrupted from time to time for various reasons including maintenance, upgrades and power outages. There will be no warning for some of the outages.

Indemnification/Release:

Subscriber, its agent, successor and/or assigns expressly agrees to indemnify and release G1HiSpeed, its affiliates, subcontractors, employees, agents, assigns or successors from any liability for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise related to Subscriber's installation of, use of, or termination of G1HiSpeed's services hereunder including but not limited to, Subscriber's access to content uploaded or down loaded using G1HiSpeed's service from any source or to any recipient. Subscriber further releases G1HiSpeed from any responsibility or liability related to the accuracy, quality for confidentiality of any information available by or through G1HiSpeed's systems and/or the wireless network. Subscriber's release of G1HiSpeed includes any actions or inaction by G1HiSpeed, which amount to negligence. Subscriber further agrees to indemnify and hold harmless G1HiSpeed from and against any and all claims, actions, causes of action, losses or damages including attorney's fees which in any way arise from Subscriber's installation of, use of, termination of, G1HiSpeed's services herein.

Disclaimer:

G1HiSpeed assumes no responsibility for the content contained on the Internet or otherwise available through the wireless network or from any source accessible via G1HiSpeed services. G1HiSpeed discloses and Subscriber acknowledges that there may be content on the Internet or otherwise available through the services provided by G1HiSpeed which may be offensive to some individuals, which may not be in compliance with local, provincial or federal laws, rules or regulations. Including but not limited to pornographic, or otherwise inappropriate or sexually explicit or offensive content. Subscriber acknowledges to G1HiSpeed that its use of G1HiSpeed's service to access information, content or other services is at its own risk.

Governing Law and Venue:

The laws of the Province of Ontario shall govern the terms of this Agreement. The parties hereto stipulate and agree that the exclusive venue for the resolution of all disputes concerning this Agreement shall be Essex County, Ontario Canada.

Customer Agreement:

The customer agrees that they have read and understood the Agreement. The customer assumes all liability of providing a computer or device capable of using IP over Ethernet.

Entire Agreement:

This Agreement constitutes the entire Agreement between the parties and no other representations or statement will be binding upon the parties. If any part of the Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect. The undersigned understands this is a legally binding contract. Please provide the following information accurately.

Subscriber Name: _____

Address: _____

Phone Number: _____

Work Number: _____

Email: _____

Service Details:

Package	Up	Down	Price	Transfer Cap	
Basic	512 Kbps	768 Kbps	\$36.95	10 Gb	_____
Standard	512 Kbps	1 Mbps	\$46.95	20 Gb	_____
Enhanced	800 Kbps	2 Mbps	\$56.95	30 Gb	_____
Ultra	1 Mbps	3 Mbps	\$76.95	50 Gb	_____

Subscriber Signature: _____

My signature above indicates that I have read and I agree to this entire contract.

Date: _____

Accepted by: _____
G1HiSpeed