



# Information Gateway Services (Kitchener-Waterloo Inc.)

20 Hanson Ave., Unit 3  
Kitchener ON N2C 2E2  
Tel: 519-884-7200 or 519-824-2026  
Scan & E-mail to: [signup@kw.igs.net](mailto:signup@kw.igs.net)

## Cable Internet Service Application

### Customer Information

Name:		Requested Service Start Date:  (Installation Normally Requires 7 to 9 days) (Technician Visit Required to Residence)	
Address:			
City:	Postal Code:		
Home Number:		Cell Number:	Work Number:
<b>Payment Method:</b> <input type="checkbox"/> Visa (paid monthly) <input type="checkbox"/> MasterCard (paid monthly) <input type="checkbox"/> INTERAC e-Transfer (paid quarterly)			
Name on Credit Card:			
Credit Card Number:		Expiry Date:	

### Service Plan Selection

CALENDAR MONTH BILLINGS, FIRST MONTH PRO-RATED			(H.S.T not included in prices - Registration 891743155)
Cable 5 Unlimited	5Mbps/1Mbps*	(modem <b>NOT</b> included, installation fee of \$79)	<input type="checkbox"/> \$ 47.95 / mth
Cable 30 Unlimited	30Mbps/5Mbps*	(modem <b>NOT</b> included, installation fee of \$79)	<input type="checkbox"/> \$ 55.95 / mth
Cable 75 Unlimited	75Mbps/10Mbps*	(modem <b>NOT</b> included, installation fee of \$79)	<input type="checkbox"/> \$ 67.95 / mth
Cable 150 Unlimited	150Mbps/15Mbps*	(modem <b>NOT</b> included, installation fee of \$79)	<input type="checkbox"/> \$ 81.95 / mth
Cable 250 Unlimited	250Mbps/20Mbps*	(modem <b>NOT</b> included, installation fee of \$79)	<input type="checkbox"/> \$103.95 / mth
Service cancellation requires written notification from the client. First full and Last month paid in advance as well as the first partial month which is pro-rated. First and last month <b>MUST</b> be paid prior to service order being placed, if service is not available, all fees will be refunded. One month service fee will be refunded if service is cancelled in writing within two weeks of order, after that there are <b>no refunds</b> of fees paid in advance. Cable service is NOT available in all locations. *Speeds noted are maximum possible download and upload rates respectively, no guarantee of speed is provided. Bandwidth is currently unlimited, but subject to change if supplier imposed. There is a one time each fee of \$15 to change a modem or speed of service.			
Cable Modem (up to 250Mbps) Pick up <b>ONLY</b> from the IGS KW office. (If not purchasing, <b>read</b> FAQ #16)			<input type="checkbox"/> \$119.00

### Installation

Currently Have Cable TV Service**	Yes <input type="checkbox"/> No <input type="checkbox"/>	Currently Have Cable Internet Service**	Yes <input type="checkbox"/> No <input type="checkbox"/>
Choose <b>ONE</b> Installation Time Period	Morning (8am - 12pm) <input type="checkbox"/>	Afternoon (1pm - 5pm) <input type="checkbox"/>	Evening (5pm to 8pm) <input type="checkbox"/>

#### For IGS Use Only

Acct. Created <input type="checkbox"/>	Ref Info Given <input type="checkbox"/>	Modem Taken <input type="checkbox"/>	Billing Complete <input type="checkbox"/>	Added to Database <input type="checkbox"/>
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### Customer Authorization

The Customer certifies that all statements made in this application, including any attachments, are true and complete. The signing party must be at least 18 years of age. The Additional Terms and Conditions are part of this agreement. The Customer acknowledges having read the entire agreement with IGS and accepts the terms and conditions hereof. Termination of this month by month contract by the customer requires advance written notice to IGS (e-mail or mail is acceptable). Until such notice is		given, the customer remains responsible for all charges. Usage of the account certifies that the customer accepts all terms and conditions. This application becomes a contract upon the establishment of service. Unless otherwise stated, all paid fees are <b>non-refundable</b> . The customer is fully responsible for usage of any and all prepaid services, there are NO refunds at cancellation. If payment is to be made by credit card, the signature acknowledges signature for the credit card billing as per above.	
Existing E-Mail Address _____			
Signature _____		Date _____	

## **TERMS AND CONDITIONS OF SERVICE — You MUST Initial at all 4 'X's.**

### **GENERAL**

**SUBSCRIPTION:** Upon acceptance of this agreement by IGS KW, this agreement shall constitute a subscription by the customer for the service. The Customer warrants and agrees that they are and will be the end user of the service. Use of IGS services for any length of time constitutes unconditional acceptance of these terms and conditions.

**INSTALLATION/Changes:** It is the customer's responsibility to be available during the installation window for high speed services, failure to do so may result in extra charges. If you move or have the service re-installed at a different address within 6 months of the previous move or installation, there is an extra \$29 relocation fee on top of the normal installation cost.

**RATES AND CHARGES:** The customer agrees to pay IGS KW for the use of the service at the time and in the amount specified. All purchased usage and fees are NON REFUNDABLE. Should a customer change addresses, they MUST notify IGS KW 10 business days in advance so that we can order the service to be activated at the new address. A new installation fee **WILL** apply.

**Invoices are sent via email only.** Any other form of invoicing carries a fee of \$10.00 per invoice and must be requested by the customer in advance.

Payments by Visa or MasterCard are done on a monthly, quarterly, or annual basis following the initial set up, unless otherwise directed in writing by the customer. Service is billed in **advance** for the billing period to come. Credit card payments are processed during the final 10 days of the month in which the invoice was issued. Repeated late payments are subject to a \$9 late fee for each late invoice payment. All plans and payments are based on calendar months. Any credit card charge backs that are later found to be in favour of IGS KW result in an additional administrative charge of \$25.

**CHANGES IN RATES AND OTHER TERMS:** In the case of any plan, IGS KW may, without prior notice, change or modify any rates, charges or other fees in connection with the service including the rates for connection time and monthly service charges.

X\_\_\_\_\_

### **LIMITATION OF LIABILITY**

IGS KW, its affiliates, and their respective directors, officers and employees shall not be liable to any customer, user or any other person for any damages or loss whatsoever (including without limitation, direct, indirect, special incidental or consequential damages or damage to or loss of property, loss of earnings, loss of profits, loss of business opportunities, loss of financial support, loss of family, personal injury, mental suffering or loss of life) howsoever arising or resulting out of the provision or the use of or in connection with the service or telecommunication transmission service or out of the use or installation of equipment or software provided, rented, sold or installed by IGS KW including, without limitation from: defects, malfunctions or complete breakdowns in transmission equipment or facilities; mistakes, omissions, interruptions, delays, errors, defects, or complete breakdown in transmission; incorrect installation or operation of transmission equipment or facilities; or from negligent, torturous or derelictual conduct of IGS KW, any of its affiliates, or its or their respective employees which may give rise to a civil cause of action.

IGS KW, its affiliates, and their respective directors, officers and employees shall not be liable to any customer for any damage to or loss of equipment brought in to an IGS KW office. Further, IGS KW will not be responsible for any software or hardware or the failure or damages that may result from work done at an IGS KW location by an IGS KW representative.

When using the Internet, it is up to the customer to take reasonable precautions to scan for computer viruses, worms, Trojan horses, and other items of a destructive nature. It is also up to you to ensure that you have a complete and current backup of the information contained on your computer system.

Reselling of bandwidth or connectivity is strictly forbidden in all cases. **IGS KW does NOT provide support beyond the internet connection, it is up to the client to arrange for computer, router, and internal network support.**

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### **RENEWAL AND TERMINATION**

1. This agreement shall automatically renew for successive terms on the expiry of the initial and each successive term, unless the customer gives written notice of termination.
2. Failure to make a payment by an invoice due date may result in account suspension with no refund for lost time, the first full and last month is billed in advance with all other months billed one month in advance. It is the customer's responsibility to ensure credit card information on file at IGS KW is current at all times.
3. The customer must send a copy in writing (e-mail or mail) of cancellation. No cancellations will be accepted over the phone. It is the customer's responsibility to provide sufficient notice of cancellation to use all pre-paid funds, there are no refunds for paid in advance fees. Notwithstanding the previous conditions, IGS will submit a cancellation request to our upstream providers during business hours without unreasonable delay following reception of the written request.
4. The customer agrees to pay all charges to IGS KW at the date of termination in accordance with this agreement.

X\_\_\_\_\_

### **SERVICE LEVELS AND SPEED**

The customer can, subject to IGS KW approval, change to another IGS KW service level provided the service change fee is paid.

\* Advertised speeds are the maximum possible, actual speeds rarely are as fast and vary with the providers network loads, IGS KW network loads, IGS KW upstream network provider loads, and server loads. Maximum speeds are NOT guaranteed at any time.

\*\* Applies ONLY to the address you have provided in the Customer Information area of this Internet Service Application.

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