



**Information Gateway Services
(Kitchener-Waterloo Inc.)**

151 Frobisher Dr., Suite E-118
Waterloo, Ont. N2V 2C9
Tel: (519) 884-7200 or 824-2026
Fax: (519) 884-7440

ISDN Dial-Up Services

Customer Information

Company Name:		<u>Administrative Contact</u>	
Address:		Name :	
City:	Postal Code:	E-mail Address :	
Phone :	Fax :	Phone :	

Technical Contact (If different from Administrative Contact)

Name:	E-mail Address:
Phone:	Fax:

Billing Information

<u>Payment Method</u>		Contact Information (If Different from Administrative Contact)	
[] Cheque [] Cash [] Interact		Name :	
[] Visa [] MasterCard		E-Mail Address :	
Name on Card:		Phone :	
Card #:	Expiry:	NOTE: Invoices are sent by e-mail ONLY	

Service Selection

3 Month Minimum On All Services	(G.S.T. Not Included)	Montly	Yearly
64K Dial-Up Lite:	30 hours per calendar month - \$1.60 per additional hour	[] \$25 / mth	[] \$250 / year
64K Dial-Up:	60 hours per calendar month - \$1.40 per additional hour	[] \$39 / mth	[] \$390 / year
64K Dial-Up Plus:	120 hours per calendar month - \$1.00 per additional hour	[] \$59 / mth	[] \$590 / year
128K Dial-Up Lite:	30 hours per calendar month - \$2.70 per additional hour	[] \$39 / mnt	[] \$390 / year
128K Dial-Up:	60 hours per calendar month - \$2.10 per additional hour	[] \$59 / mth	[] \$590 / year
128K Dial-Up Plus:	120 hours per calendar month - \$1.50 per additional hour	[] \$89 / mth	[] \$890 / year

For IGS use only	Account Created []	Customer Called []	Billing Complete []	Added to Database []
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Customer Authorization

<p>The Customer certifies that all statements made in this application, including any attachments, are true and complete. The customer understands and agrees that there are no refunds of unused service under any circumstances after 30 days have passed since contract signing, monthly and yearly contracts shall automatically renew unless 30 day written notice is given to IGS. The customer acknowledges that they are fully responsible for all fees to the end of the contract period should they decide to not use the services prior to the completion of the contract.</p>	<p>The additional terms and conditions on the back of this form are part of this agreement. The Customer acknowledges having read the entire agreement with IGS and accepts the terms and conditions hereof. The Customer acknowledges having received a copy of this form. This application becomes a contract upon the establishment of service. If payment is to be made by credit card, the signature acknowledges signature for the credit card billing, as per above. A minimum of 30 days written advance notice of termination is required. IGS retains the right to approve any content on the servers.</p>
<p>Referred to IGS by _____</p>	
<p>Signature _____ Date _____</p>	

TERMS AND CONDITIONS OF SERVICE

SUBSCRIPTION: Upon acceptance of this agreement by IGS, 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.

RATES AND CHARGES: The customer agrees to pay IGS for the use of the service at the time and in the amount specified.

All purchased usage and fees are NON REFUNDABLE.

Unused connection time (dial-up accounts) during any monthly period cannot be transferred to any other months.

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 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.

All plans and payments are based on calendar months.

CHANGES IN RATES AND OTHER TERMS: In the case of any plan, IGS 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.

LIMITATION OF LIABILITY: IGS, 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 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, any of its affiliates, or its or their respective employees which may give rise to a civil cause of action.

IGS, 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 office. Further IGS will not be responsible for any software or hardware or the failure or damages that may result from work done at an IGS location by an IGS representative.

When using the Internet, it is up to you 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 prior to using this web site.

RENEWAL AND TERMINATION:

1. This agreement shall automatically renew for successive monthly or yearly terms on the expiry of the initial and each successive term, unless the customer or IGS gives the other notice in writing of termination.
2. The customer must send a copy in writing (mail, fax, or e-mail) 30 days in advance of cancellation. No cancellations will be accepted over the phone.
3. The customer agrees to pay all charges to IGS at the date of termination in accordance with this agreement.

EARLY TERMINATION OF A PLAN:

1. A 3-month contract cannot be broken. No money will be refunded.
2. A 6-month contract cannot be broken. No money will be refunded.
3. A Yearly contract cannot be broken. No money will be refunded.

CHANGES IN PLANS BY CUSTOMER: The customer can, subject to IGS approval, change to another IGS price plan beginning the next calendar month.

Signed: X _____

Date: X _____