

<b>EIDNet Subscription Form and Agreement</b> [The EIDNet is an Enterprise of the Eastern Irrigation District]						Lease #
<b>Name / Contact:</b>						
<b>House Location:</b>						
<b>Mailing Address:</b>						
<b>Town / Location:</b>			<b>Postal Code:</b>		<b>EIDNet #:</b>	
<b>Phone No :</b>			<b>Cell No :</b>		<b>Work No :</b>	
<b>Email Address:</b>				<b>Referred :</b>		
<input type="checkbox"/> New Install	<input type="checkbox"/> Information	<input type="checkbox"/> Upgrade	<input type="checkbox"/> New Install	<input type="checkbox"/> Information	<input type="checkbox"/> Upgrade	
<b>Account Type</b>	<b>Account Speed</b>	<b>Cost + GST</b>	<b>Account Type</b>	<b>Account Speed</b>	<b>Cost + GST</b>	
Basic Wateruser	3 Mbps / 2 Mbps	\$20.00 + \$1.00	Super UT	Up to 50 Mbps / 10 Mbps	\$110.00 + \$5.50	
Premium	9 Mbps / 3 Mbps	\$65.00 + \$3.25	Super Office	50 Mbps / 10 Mbps	\$300.00 + \$6.00	
Ultra	20 Mbps / 4 Mbps	\$80.00 + \$4.00	Giga-net where available	Up to 1 Gbps / 1 Gbps	\$110.00 + \$5.50	
<b>Wateruser Discount</b> The EIDNet provides a single \$15 / month discount to each EID Wateruser account. This can be applied to all accounts except the Basic Wateruser and E-Mail Only. In order to qualify as a Wateruser, you are required to own land with irrigation acres or terminable acres recorded on the Assessment Roll of the Eastern Irrigation District. Acreages with Rural Water Use or Household Purposes Agreements <b>Do Not</b> qualify for the discount.			<b>Own</b> <input type="checkbox"/> <b>Rent</b> <input type="checkbox"/> <b>Landlord Info:</b> <b>Are you a Wateruser</b> Yes <input type="checkbox"/> No <input type="checkbox"/> <b>What Name are the Water Rights Listed Under:</b>  <b>What is the Legal Land Description of the Irrigated Acres:</b>			
<b>New Installation Charge:</b> \$300.00 + \$15.00 G.S.T.			<b>All Plans Are Unlimited Usage</b>			
<b>Special Instructions / Notes:</b>						
<b>For Office Use Only</b>		<b>Fr. Desk</b>	<b>Accounting</b>	<b>EIDNet</b>		

## EIDNet Wireless Internet Service Terms and Conditions

The information on this form is being collected and used pursuant to Section 33 (c) of the *Freedom of Information and Protection of Privacy Act* for the purpose of providing internet service. If you have any questions regarding the collection or use of this information, please contact the Eastern Irrigation District at 403-362-1400 , eid@eid.ca.

In this Agreement, reference to "EIDNet" includes the Eastern Irrigation District.

### Acceptance:

This document explains the terms and conditions which apply to contracts for the use of the EIDNet products and services (the "Services"). By accepting contracts which reference this document, you are agreeing to be legally bound by and abide by these terms and conditions (the "Agreement"). You represent and warrant that you have the legal right and ability to enter into this Agreement and have read and understand the terms and conditions.

This Agreement shall be governed by the laws of the Province of Alberta. If you terminate your account before the end of the initial 12 month minimum sign up period there will be an early termination penalty. This penalty will be the return, in good working order, of all equipment installed by the EIDNet without compensation to you. If any equipment is not returned as required, you agree to reimburse EIDNet for labour and expenses associated with recovering the equipment or the replacement cost of such equipment. The EIDNet, may, without resort to legal process, take immediate possession of their equipment and software and for this purpose enter into and upon your premises wherein the equipment and software is located without incurring any liability to the EIDNet.

You agree that EIDNet may, upon giving you 30 days notice (service by e-mail is sufficient), amend, change, add to or delete from the provisions of this Agreement and that such amendment, change, addition or deletion will come into force and be effective upon expiry of the said 30 day notice period. If you are not willing to accept the proposed amendment, change, addition or deletion, you must, prior to the end of the said 30 day notice period, give notice to EIDNet that you are cancelling your account. If you do not serve notice of cancellation on EIDNet prior to the end of the said 30 day notice period, you will be deemed to have accepted the amendment, change, addition or deletion, or all of them, as the case may be.

### Access:

You authorize the EIDNet, its employees, agents, contractors and representatives, to enter your premises and access your equipment and software for the purpose of installing, maintaining, inspecting, repairing or removing any equipment or software as reasonably required for the provision of the Services. Access to your premises will be at a mutually convenient time for you and the EIDNet. Any requests for moves, changes, rearrangements or re-installations, will involve a minimum site visit charge, unless otherwise specified by the EIDNet.

All EIDNet equipment installed at your location, once paid for in full, remains your property at all times, except in the event of early termination. You agree that the EIDNet is not responsible for any damage to or loss of your data, equipment or software arising from the installation, operation, maintenance or disruption of the Services.

You acknowledge and agree that, except as otherwise explicitly stated in this Agreement, the EIDNet is not responsible for the installation, operation, maintenance or support of any equipment or software owned or used by you, including without limitation, any equipment or software used in connection with associated services such as the EIDNet Network. The EIDNet shall take responsibility for the repair of equipment installed by EIDNet up to the extent of applicable manufacturers' warranties.

You agree that any and all software, equipment and documentation that forms part of the Services or that is supplied by the EIDNet, its agents or representatives for use in connection with the Services is protected by applicable intellectual property laws. You also agree not to distribute, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover the source code of the software. You further agree not to remove any proprietary notices or labels on or in the software or equipment or allow any other person or entity to engage in any of the foregoing activities.

You acknowledge that, except where otherwise expressly specified, all IP and e-mail addresses assigned to you during the term of this Agreement remain the property of the EIDNet at all times.

You acknowledge and agree not to obtain or seek to obtain access to or interfere with any programs, data or equipment maintained by the EIDNet, or knowingly develop or use programs, which adversely affect or impact others, the Internet or any network, or utilize your network access for any purpose, which is contrary to the laws of any government or authority having jurisdiction over the EIDNet or the Services.

**Internet Access:**

Where the Services provide or assist in providing access to the Internet, it is your responsibility to ensure that your equipment and software are adequate to use the Internet. The EIDNet provides the Services on a Reasonable Commercial Efforts basis, and provision of the Services is dependent upon many variables, including weather and third parties over which EIDNet has no control, and, therefore, the Services may be disrupted from time to time. In the event of a service disruption, the customer should contact the EIDNet to report the disruption. The EIDNet will, on a Reasonable Commercial Efforts basis, restore the Services at the earliest time possible. The customer agrees that EIDNet is not responsible for any direct or indirect loss, damage or inconvenience suffered by the customer as a result of a service disruption.

Where the Services provide or assist in providing access to the EIDNet network, unless explicitly noted, you are not permitted to operate an e-mail, web, news or other similar server through the EIDNet network. You acknowledge that the EIDNet may establish general practices and limits concerning the use of the EIDNet network including but not limited to, the maximum size of any e-mail messages, disk space that may be allotted on the EIDNet servers or the amount of data that may be sent or received. You agree to comply with all such general practices and limits. The EIDNet reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice to you. You further agree that violating such practices or exceeding such limits may result in the suspension, restriction or termination of the Services and / or additional fees being charged to your account.

**Acceptable use:**

You agree that you will not:

Post, upload, reproduce, distribute or otherwise transmit unauthorized or unsolicited e-mail, junk or bulk e-mail, chain letter or other "spam". Engage in threats, harassment, intimidation, stalking or abuse of others. Scan or probe another computer system. Obstruct or bypass computer identification procedures. Engage in unauthorized computer or network trespass. Export software or data outside of Canada or the United States in contravention of applicable export control legislation.

Post, upload, reproduce, distribute or otherwise transmit information or materials where:

- a) Such activity gives rise to civil liability or otherwise violates the rights or assists others to violate the rights of the EIDNet or any third party. Such violations include but are not limited to engaging in copyright infringement, trademark infringement or defamation;
- b) Such activity constitutes a criminal offence or otherwise engage in or assist others to engage in any criminal offence. Such offences include, but are not limited to, communicating hatred, pyramid selling, unauthorized use of a computer, mischief in relation to data, fraud, obscenity and child pornography.

Engage in or assist others to engage in any activity that otherwise violates established or accepted network etiquette, violates applicable charters, policies, rules and guidelines or disrupts or threatens the integrity, operation or security of the EIDNet Network.

Use or register any EIDNet trademarks, trade names or logos, without express prior written permission.

Share, resell, reproduce, copy, distribute, redistribute or exploit for any commercial purposes, any portion of, use of, or access to the EIDNet Network except where expressly authorized by the EIDNet.

Allow any other person or entity to engage in any of the foregoing activities.

If at any time you become aware of any violation, by any person or entity, of the acceptable use rules, which involves your service, you agree to immediately notify the EIDNet and provide assistance as requested to stop and or remedy the violation.

Without limiting any of the EIDNet's rights to suspend, restrict or terminate the Services, the EIDNet may suspend, restrict or terminate the Services without notice if, in the EIDNet's sole and absolute discretion, EIDNet believes, in good faith, that you have violated any of the acceptable use rules or any provisions of this Agreement. You acknowledge and agree that the EIDNet shall not be responsible or liable to you or any third party for any suspension, restriction or termination of the Services.

You acknowledge and agree that from time to time the EIDNet has the right, without notice, to monitor and review the use of the Services by you, to enforce the terms of this Agreement, to require that you comply with any laws or regulations or respond to any allegation of illegal conduct or claimed violation of rights or to protect itself or others.

You agree and authorize the EIDNet to, provide your Internet usage information, upon receipt of a legitimate request or demand, to any government department or authority purportedly having jurisdiction.

You acknowledge and agree that the EIDNet is not responsible for the accuracy, truthfulness, fairness or content of any material that may be viewed or downloaded from the Internet or via the Services.

**"You acknowledge and agree that, all use of the Internet services is at your own risk"**

**Compliance Measures:**

You acknowledge that EIDNet has no obligation to censor or monitor use of the Services by you, any customer or any third party, including, without limitation, any obligation to censor or monitor any content, material or other information sent, received or accessible through the Services or the Internet. However, you agree that EIDNet has the right to, without notice, monitor use of the Services and monitor, review and retain such content, material or information if EIDNet believes in good faith that such activity is reasonably necessary to provide the Services to customers, ensure adherence to or enforce the terms of this Agreement, comply with any laws or regulations, respond to any allegation of illegal conduct or claimed violation of third party rights, or protect itself or others.

In the event that EIDNet receives a complaint relating to use of the Services by a customer, EIDNet may, in its sole and absolute discretion and without notice or liability, investigate the complaint, restrict, suspend or terminate the account(s) involved and/or remove any content, information or materials from its servers.

You agree that EIDNet may, without notice or liability, disclose to third parties any customer information or any content, information or materials associated with a Services account, if EIDNet believes in good faith that such activity is reasonably necessary to provide the Services to customers, ensure adherence to or enforce the terms of this Agreement, comply with any laws or regulations, respond to any allegation of illegal conduct or claimed violation of third party rights, or protect itself or others.

**Liabilities:**

You agree to indemnify the EIDNet, its directors, officers, employees, sponsors and agents against any loss, damage, or liability (including legal costs on a solicitor and client basis), which may be sustained or incurred as a consequence of your failure to comply with this Agreement whether the failure to comply is by you or any other entity or person who is authorized or allowed by you to use the Services.

Notwithstanding any other provision of this Agreement, in no event shall the EIDNet, its parents, subsidiaries, affiliates and their respective officers, directors, agents, employees, suppliers, resellers or distributors be liable for any direct, indirect, special, incidental, consequential or punitive damage, or any other damages whatsoever suffered by you, including without limitation damages of loss of profits, goodwill, opportunity, earnings, use of data, arising directly or indirectly from or related to this Agreement or the Services or any disruption in the Services, regardless of the cause of actions and even if one or more of the EIDNet entities have been advised of the possibility of such damages or losses.

**Payments:**

You agree to pay, when due, all fees and charges incurred, which relate to the provision and use of the Services. The EIDNet may, at any time, change its monthly subscription fees by notice to you (notice delivered by e-mail is sufficient). Any failure of the EIDNet to provide you with a bill or statement pursuant to this Agreement does not affect your responsibility to pay any incurred charges. Unless you notify the EIDNet of any errors, discrepancies or irregularities in your billing within 60 days after they appear on your statement, such statement or bill will be deemed accepted by you. Without limiting anything else in this Agreement, you agree to release the EIDNet from any and all liability and claims of loss resulting from any errors, discrepancies or irregularities that are not reported within 60 days of the publication date of the applicable bill or statement.

You agree to pay all costs incurred by the EIDNet in the collection of any delinquent charges due under this Agreement or in the enforcement of this Agreement, including without limitation, legal fees and disbursements on a solicitor and his own client basis.

Upon any default in payment of the fees and charges incurred herein or upon default or violation of any of the terms and conditions herein, the EIDNet may terminate this Agreement and discontinue providing the Services without notice to you.

All EIDNet Accounts are for an initial minimum 12 month contract period and the payment must be made using one of the following methods. Please select the payment option you wish to use.

<input type="checkbox"/> I will pay on a yearly basis (pay for 11 months and get the 12 <sup>th</sup> month free)			
<input type="checkbox"/> I will arrange with my bank to provide a Pre-authorized Monthly Withdrawal from my Account			
<input type="checkbox"/> I will pay by <b>Credit Card (automatic charge each month to provided credit card number)</b>			
<b>VISA</b>	( )	<b>MasterCard</b>	( )
<b>Name:</b>		<b>CSC:</b>	
<b>Number:</b>		<b>Expiry:</b>	/
I/We hereby acknowledge that I/we have received and read the EIDNet Wireless Internet Service Terms and Conditions and that I/we agree to abide by the terms, conditions and provisos as set out in this Agreement.			
<b>Signature:</b>		<b>Agreement Date:</b>	