

Internet Services Agreement

General

Shadow Internet Ltd. ("Shadow") provides its High-Speed Internet Data Services (the "Services") to its customers ("Customer") subject to the terms and conditions contained in this Internet Services Agreement (the "Agreement"). Use of the Services as a Customer of Shadow constitutes acknowledgement and agreement that the Customer has read and agreed to accept and comply with these terms and conditions. Shadow reserves the right to update this Agreement as outlined below. Continued use of Shadow's Services following any such amendment constitutes acceptance of the amended version of this Agreement, the latest version of the Agreement being posted on Shadow Website <https://shadowinternet.ca/docs/Agreement.pdf>. If a Customer does not agree to comply with all the provisions of the current version of this Agreement, the sole and exclusive remedy of the Customer is to discontinue use of the Services.

Amendment

Shadow may change, modify, add, or remove portions of this Agreement at any time. Shadow will notify the Customer of any material changes to this Agreement by posting changes on the Shadow Website and by email directly to a Customer's email address; however, Customers are responsible for ensuring that they have a copy of the latest version of the Agreement. Continued use of the Services following any change, modification or amendment means that the Customer agrees to and accepts the Agreement as amended. If a Customer does not agree with the current Agreement, the Customer must immediately stop using the Services.

Internet Services

Internet speeds are based on different download and upload speeds and are provided on an "up-to" basis. Speeds are not guaranteed but provided on a best-effort basis up-to a maximum speed specified at that level. The availability of the Internet Service is provided on a best-effort basis, with no guarantee on uptime or availability. Services are provided on a month-to-month basis. Shadow also reserves the right to conduct maintenance that may cause downtime. Weekly scheduled downtime is Tuesday morning 0100-0300 MST. Customers can subscribe to scheduled maintenance alerts by contacting support@shadowinternet.ca with their request. Internet services for a specific address are only meant for that address and may not be shared with other locations without prior consent from Shadow. To view outstanding bills and other information login to the customer zone at shadowinternet.ca with the email associated with your account.

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Pricing

Internet 50 - 50 Mbps download, 10 Mbps upload \$90/month. Internet 100 - 100 Mbps download, 100 Mbps upload \$90/month (where available). Internet 300 - 300 Mbps download, 300 Mbps upload \$105/month. Internet Gig - 920 Mbps download, 920 Mbps upload \$130/month. Multi unit (hotel, RV park, etc.) is \$100/month + \$3/Mbps/month for symmetrical speeds.

All plans include unlimited data. All prices excluding GST.

Setup fee is \$50 if autopay is not enabled. Paper billing fee: \$5/month

For rates of other services offered, visit shadowinternet.ca

Offers

Promotional offers only apply to new customer installations unless otherwise stated. Offers subject to change without notice. Current promotions include:

- \$50 off installation when credit card autopay is enabled before receiving the first invoice
- \$100 credit to account of existing customer when provided with proof of a customer referral.
- 30 day money back. Installation fee will be refunded if cancelled within 30 days of the installation.

Demarcation Point

In the case of the original Shadow Wi-Fi router being used, the demarcation point is that router. If the customer chooses to use their own router, the antenna on the roof for wireless customers or the optical network unit for fiber customers will serve as the demarcation point. Customers wishing to use their own router must contact Shadow (support@shadowinternet.ca) for assistance with the change. Service levels will only be verified up to the demarcation point.

Installation

Wireless installation of the Services includes: the antenna to receive signal, antenna mount, up to 20m of ethernet cable, and Wi-Fi router. Fiber installations include: trenching conduit and/or fiber optic cable to the building, fiber ONU/modem, and Wi-Fi router.

Installation is done by Shadow or its contracted installers. Shadow may take several photos of the installation to provide documentation of the installation with copies of the photos being made available to the customer on request. Additional equipment may be invoiced to the client including, but not limited to power strips, ethernet switches, additional Wi-Fi nodes/APs, upgraded routers, non-standard mounts, etc.

Installed Equipment

Equipment owned by Shadow: (a) outdoor antenna used to receive signal or optical network unit; (b) Shadow supplied Wi-Fi router

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Equipment owned by customers after installation (not removed at end of service): (a) ethernet wiring from antenna or optical network unit to router; (b) antenna mount (J pole, or similar if applicable).

Shadow reserves the right to collect its equipment from the customer in the following circumstances: (a) upgrades to improve the Service; (b) on cancellation or suspension of the Service.

In the event of damage not caused by natural elements (lightning, snow, rain, wind, hail) to Shadow's equipment installed at the Customers location, the Customer agrees to pay to replace the damaged equipment, or have the Service suspended.

In the event of an antenna re-alignment being needed (due to re-shingling, repairs etc.) a \$50 fee may apply.

Prohibited Uses

The following uses are prohibited when you access the Services: (a) breaking any international, federal, provincial, municipal laws, rules, or regulations; (b) to infringe on others intellectual property rights; (c) to harass, spam, insult, abuse, intimidate others; (d) to attempt to maliciously access Shadow's systems or any other systems on the Internet; (e) to host illegal content.

In addition, Shadow may investigate excessive usage of a Customers connection when that usage is harming the experience of other customers and may terminate that connection.

Shadow blocks port 25 outbound on residential and business plans.

Termination

Either party has the option to terminate this agreement at any time, subject to any installed equipment being returned. Unreturned equipment will be billed to the Customer.

Service Outages

Residential plans are provided as best-effort. No compensation will be awarded for planned or unplanned outages. Notice will be given for planned outages, to view outage status visit shadowinternet.ca, any outage will appear as a banner on the home page.

Severability

In the event that any provision of this agreement is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from this agreement, such determination shall not affect the validity and enforceability of any other remaining provisions.

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Disclaimer of Warranties; Limitation of Liability

You expressly agree that your use of, or inability to use, the service is at your sole risk. In no case shall Shadow Internet be liable for any injury, loss, claim, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages arising from your use of the service or any products procured using the service, or for any other claim related in any way to your use of the service.

Indemnification

You agree to indemnify, defend and hold harmless Shadow Internet and our partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of this Internet Services Agreement or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

Support and Complaints

For support requests or complaints contact support@shadowinternet.ca

To file a complaint with Commission for Complaints for Telecom-television Services (CCTS) visit:

<https://www.ccts-cprst.ca/for-consumers/complaints/>

Privacy Policy

By agreeing to this Internet Services Agreement, you also agree to the included Privacy Policy which is attached, or available online at: <https://shadowinternet.ca/privacy>

Internet Code

To learn more about the Canadian Radio-television and Telecommunications Commission (CRTC) Internet code visit: <https://crtc.gc.ca/eng/internet/codesimpl.htm>

Date _____

Address _____

Name _____

Signature _____