



Terms of Service - Service Agreement & Acceptable Use Policy.

Revised: October 25, 2020

In order to help protect our subscribers and ensure that BAM can continue to provide a fast and highly-available network we have created this policy to define the acceptable use of our services, the rights and responsibilities of our subscribers as well as the terms of our service.

1. All the services we provide are "as is" and "as available" without any warranties or conditions of any kind. While we strive for perfection and typically maintain 99% or better network availability, we do not guarantee that our services will be uninterrupted or available at all times. We are also not liable for any harm, damages, expenses, loss of profits or opportunities that are caused through the use or reliance on our services, regardless of cause.
2. The internet is a public network and as a result we do not guarantee that any communication or use of our services is secure or protected from interception by unauthorized individuals. Also be aware that some content, products or services available on the internet may be offensive or may not comply with local laws. We do not attempt to censor, control or monitor any such content or activity and you must assume total responsibility and risk for using the internet.
3. We are not responsible for the content or storage of your data. While we do have backup systems and can attempt to recover information for you, in no event will we be liable for the loss of any data. We also have the right to delete any of your data after your account has been terminated or as required by law.
4. Unless you have subscribed to a multiple login account, you may only have one login session per account at any given time. Your account is not transferable and is only to be used by the household or business who is registered to use the account.
5. Any account names or network addresses that are assigned to you are borrowed and remain our property at all times.
6. You will abide by all applicable laws and agree to indemnify and hold us harmless from all liabilities and expenses related to any violation of this agreement. In no case will we be held responsible for the actions or omissions of any subscriber or other individual that accesses our services.
7. You may not attempt to do any of the following:
 - access information for which you are not authorized;
 - distribute copyrighted material for which you are not authorized;
 - distribute unsolicited bulk email (spam);
 - transmit data that is unlawful, harassing, abusive or defamatory;
 - knowingly transmit a virus, trojan or other harmful software program;
 - hack, attack or otherwise cause damage to any computer networks;

- use our services in any way that would negatively affect our goodwill;
 - abuse or violate the privacy of others;
 - abuse or fraudulently use the internet in any way.
8. We take customer privacy seriously and do not track sites you visit nor the content of your email messages unless required by law. We do however monitor our network to help in the detection of failures or attacks, trouble-shoot problems and determine areas that may need improvement or future expansion. Should any of your personal information be inadvertently gathered during this routine monitoring it will be considered confidential and will not be provided to any third-party company.
9. We reserve the right to delete any email that is left on our server for more than 6 months.
10. Payment for services is due before the last day of the month. Accounts that are more than 10 days past due will be suspended until payment has been received. Accounts more than 15 days past due will be terminated and subject to reasonable collection fees. Returned cheques and non-sufficient funds for pre-authorized debit are subject to a \$25 processing fee.
11. Unless terminated, your account will be automatically renewed for the same length and type of service as the previous term. You may terminate your account at the end of its term by contacting us five business days prior to its renewal. We reserve the right to immediately suspend, restrict or terminate services if you breach any terms of this policy or if your account is past due.
12. Upon account termination any rental equipment provided by us must be returned in complete working order within 10 business days. Any equipment that is not returned on time will continue to be billed and charged to your account at a rate of \$5 per month plus applicable taxes until such time that it is returned. If the equipment has been lost, damaged or will not be returned then the full replacement value of the equipment will be charged to your account.
13. We reserve the right to modify this agreement upon reasonable notice to you. Your continued use of our services following the notice is your acceptance of such modifications.
14. This document contains the entire agreement, superseding any other agreements or understandings, between you (the subscriber) and us (BAM). Our failure to enforce any provision of this agreement is not a waiver of any right. Should a court decide that any provision in this agreement is unenforceable, that decision does not affect the remaining provisions of the agreement. This agreement shall be interpreted and governed under the laws of Ontario, Canada.

High Speed Internet Services

You agree to hold BAM, its affiliates and its agents harmless from all liabilities and expenses related to any violation of this Service Agreement by you or any user of your Internet Service Account, or in connection with your or their use of the Services. You agree not to use the Services or any equipment provided in connection with the Services, for operation of an Internet Service Provider's business nor for any other non-personal purpose.

Once your order has been placed for the Services and the BAM customer service representative has contacted you to establish your High Speed Internet Account, you will have entered into a binding contract with BAM. If you subsequently cancel your order prior to activation of the High Speed Service you will be charged a \$65 cancellation fee as compensation for preparatory services performed by BAM.

Under no circumstances will BAM be responsible for any claims, damages, losses or expenses, including without limitation lost wages or missed work, in the event that an installation appointment for the High

Speed Internet Service is missed, either by BAM or by any third party installer. It is also your responsibility to create data backups before the installation. BAM or its agents will not be held responsible for any data loss.

Your surfing or downloading speed is not entirely based on the speed or quality of your connection to BAM's High Speed Internet Service. It is also related to the speed of the networks/servers you are accessing and the amount of traffic congestion on those networks. As such BAM does not guarantee the maximum speeds but will make every reasonable effort to ensure the highest possible quality of service is always delivered.

BAM will not be responsible for any corrupted files or viruses which affect the user of the High Speed Internet Service. It is your responsibility to safeguard your system, through appropriate means (e.g. using commercially available software), from theft, unauthorized use or system corruption.

Resale of bandwidth or any other part of our High Speed Internet Service for any purpose is strictly forbidden.

The IP address of your connection is dynamically assigned and will change each time you disconnect and reconnect to BAM's High Speed Internet Service. BAM may also change the IP address at any time without any prior notification.

The equipment provided by BAM for access to its High Speed Internet Service, including the High Speed Modem and DSL Line Filters, remains the property of BAM at all times (unless purchased by customer) and must be returned in working condition at the termination of an account. Loss or damage of any of the equipment is the responsibility of the account holder. A replacement charge of \$59.95 for standard DSL modems, \$109.95 for wireless DSL modems, \$89.95 for standard cable modems, \$49.95 - \$89.95 for wireless routers and \$149.95 for wireless cable modems will apply if the items are not returned or returned damaged. The replacement cost of any other equipment not returned or damaged will also be billed to the account holder.

Your use of our services constitutes your acceptance of this agreement.