

Terms of Service

Introduction

In these Terms, "Swift-Net", "us", "we" and "our" means SWIFTCCL.CA Internet Services LP (hereinafter Swift-Net) or an affiliate thereof named in the Service Agreement for the specific services you subscribe for.

By ordering a service or using equipment from Swift-Net users must read and agree to the Terms of Service (the "Agreement"). The terms and conditions below govern the use of the service and the rights and responsibilities of Swift-Net and you as a Swift-Net customer.

Swift-Net is also bound by this agreement, although Swift-Net has the right to update the terms of service and other policies with conditions at any time.

You acknowledge receipt of these documents, which describe our wireless internet services to you at the address or location specified in the service request, the terms, and conditions of the service (the "Service") and the wireless access device(s), and any other Equipment that we may provide to you, including any licensed software loaded on the Equipment (collectively, the "Equipment"). The Agreement defines our obligations to you, and your obligations in using the Service and the Equipment. This Agreement governs the entire relationship between Swift-Net and the user, both of whom agree as follows:

By accessing the Internet via Swift-Net's service, you are agreeing to the terms and conditions of this agreement. If you do not agree to these conditions, your only option is to terminate your account.

This Agreement shall be governed by, construed under, and enforced in accordance with the laws of the Provinces of Saskatchewan and Alberta and the federal laws of Canada applicable therein. In the event of a conflict between this Agreement and any applicable law, the law shall prevail. If any provision of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. The Agreement, including the Swift-Net Acceptable Use Policy, which is incorporated as if fully set forth herein, embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. This Agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors, and permitted assigns.

Any questions about the terms and conditions of this agreement can be submitted in writing to Swift-Net at support@swift-net.ca

Definitions

“Customer,” “I,” “you,” “your”: refers to a person, a company, or a legal entity who subscribes to a service provided by Swift-Net.

“User”: Also refers to a person, company, or legal entity who subscribes to a service provided by Swift-Net but may include an individual who simply uses the same service.

“Service”: Any service provided by Swift-Net.

“Equipment”: refers to any computer, Internet, networking, wired, or wireless hardware or device provided by Swift-Net for use by a customer.

“Swift-Net, “we”, “us”, “our”, “the Company”: refers to Swift-Net, the service provider.

Customer Responsibility

By signing up for service with Swift-Net, you acknowledge that you accept this Agreement on behalf of yourself, your users, and all persons who use the equipment and/or service through this equipment. You have the sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this agreement, and you bear the sole responsibility for any breach of the Agreement by any other user, whether such breach is the result of the use of the Service and/or Equipment by you or another user. You agree to use your supplied service(s) from your own premises. You agree to provide Swift-Net with accurate and complete billing information, including your legal name, address, and telephone number. If your address, phone number, name, or other billing information changes, you will notify us within ten (10) days, or your service may be suspended. By ordering and paying for a Swift-Net service, you affirm that you are 18 years of age or older and are able to enter into this agreement.

If you default or break this agreement, Swift-Net may, in its sole discretion, temporarily suspend or permanently close some or all of your services. Suspending or closing your service does not limit Swift-Net’s remedies and does not render Swift-Net liable to you or any user for any alleged damages incurred as a result of a suspension or closing of service or entitle you to any credit for amounts paid or owed for the Service. “Default” means failure on your part to comply with this agreement. This includes, but is not limited to, being delinquent on your payments and breaking the provisions of this agreement or associated policies.

If you use your own equipment with service provided by Swift-Net in violation of any of the provisions of this agreement, Swift-Net will notify you and may take any such action as is necessary for the protection of the service for use by its other customers. This may include disconnecting your service. Swift-Net reserves the right to charge disconnect and/or reconnect fees for any discontinued service.

Swift-Net's Responsibility

Swift-Net agrees to provide you with the Service you have ordered and all special equipment necessary to provide the Service, provided that you comply with all the terms and conditions of this agreement. Swift-Net strives to provide uninterrupted service. However, like any other telecommunications service provided, the service may experience temporary slowdowns or interruptions caused by overload, abuse, equipment modifications, upgrades, relocations, or repairs, and similar activities necessary for the proper operation and supply of the service, or natural or man-made disasters. Swift-Net will provide basic instructions on how to use the service during the time of your installation by our installer. You are also entitled to technical support for the Swift-Net-provided equipment or service via phone or e-mail. We cannot provide technical support for any hardware, software, or operating systems not provided by Swift-Net.

Contact Swift-Net

In the event that you need to contact Swift-Net regarding your Internet service, you may do so using the following methods.

Phone Number: 1-866-667-2375

Email: support@swift-net.ca

Website/Chat: www.swift-net.ca

Term

The term of this Agreement will begin on the day the Service is installed and will remain in full force and effect indefinitely until terminated as noted in this Agreement. Services will be provided on a month-to-month basis and will automatically renew each month unless terminated by either Swift-Net or the Customer. See the Termination section for more information.

Installation

The Customer warrants that they are at least 18 years of age and either own the premises at the location where service is requested or have received written permission from the owner to make any changes to the premises needed to install and power the Equipment and receive the service.

In the case of an apartment or condominium, the user warrants that they have confirmed that placement of an access device including an antenna, if needed, in a common area is not in violation of building owners or other restrictions.

The user hereby authorizes Swift-Net to install the Equipment necessary to receive the service and agrees to allow Swift-Net access to the premises to install, maintain, or repair the Equipment. During the installation, the user will have the opportunity to request the location(s) of the equipment installed. If the user decides the location(s) are no longer preferred, then the user may be responsible for a fee to relocate the equipment at the premise. Refer to the Equipment section of this Agreement for more information.

Billing Period & Payment Schedule

Swift-Net bills monthly on the 23rd, in advance of the billing period (e.g. June Invoice will be for July services). Invoices will be emailed to the email address on file and will include the monthly cost of service and may include other fees and charges such as equipment leases and applicable taxes as established from time to time by Swift-Net. Invoices are due the 10th of the billable month.

First Service Month Payment

You will be charged a pro-rated amount for your first month of service following the completion of a successful Internet installation. Depending on when install is complete you will then see the pro-rated Invoice along with the regularly scheduled Invoice.

Payments

An automatic payment method will be collected before an install is scheduled. Thereafter, as the customer you can make payments in a number of ways. From the Swift-Net website you can make a payment using a credit card. You can make a payment using a credit card over the phone during customer service hours. You can send an e-transfer to payments@swift-net.ca as well as you can mail a check or money order to the Swift-Net office.

Money orders and checks will need to be made to Swift-Net and mailed to the following address.

Box 40, Marshall, SK S0M 1R0

By default your payment method will be automatically charged on the 10th of the billable month or the next business day where the 10th lands on a non-business day.

If an automatic payment or a check fails, the Customer will be charged a “Declined Payment Penalty Fee” of \$20 by Swift-Net. Accounts sixty (60) days in arrears are subject to service suspension until account balance in full is made.

Deposits

Swift-Net may require a deposit to commence the supply of service. Should a deposit be required, you will be made aware before any services are installed or provided.

Service Credits

While Swift-Net strives to provide its customers with Internet service that is available the majority of the time, there may be an instance where a customer does not have Internet service. If this event is caused by negligence on Swift-Net’s part and the customer is unable to use the Internet service for more than 24 hours, then the Customer may be entitled to a service credit to be applied to their next invoice. In this case, the credit will equal 1/30 of the monthly base charge for each 24-hour period from the time of notice of service interruption until the service is restored. The 24 hours must be continuous without intermittent service availability. You cannot add up shorter periods of time to equal 24 hours in order to qualify. To receive a service credit, you must notify the Swift-Net office to state that your Internet Service is not working.

Most types of outages will not qualify for a service credit. Experiencing issues with the Internet service caused by your own or another's negligence, a willful act (excluding the scenario above), or by weather or disaster-like situations will not result in a service credit. "Willful acts" include system failures caused by viruses, "hacking," "cracking," and other forms of remote malice. Service credits will also not be provided for a loss of connectivity caused by Swift-Net technicians working to modify or repair Swift-Net equipment. Swift-Net may, however, issue credit on a case-by-case basis at the Company's discretion.

If you believe that Swift-Net has billed you in error, you must contact us within 30 days of the invoice or statement date. Refunds or adjustments will not be given for any charges more than 60 days old.

Past Due Balances & Account Suspension

Invoices are due the 10th of each month. Accounts sixty (60) days in arrears are subject to service suspension until such time account balance is paid in full. Service will only be restored with the account balance is brought back to zero (\$0.00). If modified payment arrangements are made and the payment is not received, account is subject to service suspension.

Equipment

To provide Service, Swift-Net will install Equipment at the customer's location. Swift-Net agrees to maintain the Equipment in working condition for the lifetime of this agreement. In case of Equipment failure, Swift-Net will troubleshoot, diagnose, repair, or replace the Equipment within two(2) to four (4) business days. All Equipment supplied by Swift-Net, except for any item that you buy and pay for in full, remains the property of Swift-Net. You may not mortgage, sell, transfer, lease, encumber, or assign all or part of the Equipment.

If you lose or break the Equipment or turn it over to someone else as described in the previous paragraph, you must pay Swift-Net the full retail cost of the repair or replacement. If Swift-Net spends money in the effort to get the equipment back, you must also pay those costs.

You will not modify, tamper with, or move the Equipment. If you need the Equipment moved, you must contact Swift-Net and ask to have a Swift-Net technician move the Equipment for you. If Equipment, including network components, is moved, or modified by anyone other than Swift-Net personnel, and damage to the equipment results so that Swift-Net personnel are called out to your location to repair or replace it, you may be subject to charges for the visit in addition to any other charges specified in the Agreement. You authorize Swift-Net and its employees, agents, contractors, and representatives to enter your premises in order to install, maintain, inspect, repair, and remove the Equipment. Swift-Net agrees to arrange a mutually convenient time with you for these activities.

Moving Services

Swift-Net is happy to relocate your services to a new address if serviceable by Swift-Net at no additional charge subject to one move every 12 month period, a move of service prior to or more frequent than once per 12 month period are subject to a service fee of \$599.95

Transfer of Ownership

Each customer account is unique and as such transfer of ownerships are not permitted. Existing accounts must be cancelled and the equipment and service may then be assigned to a NEW account at the same location. The assignment of the equipment and service to the New account is subject to service agreement and account creation.

Customer Electronics

You are responsible for your own equipment that you use with the Swift-Net service. For this agreement to be valid, your computer must meet minimum requirements (as determined solely by Swift-Net). It must be technically and operationally compatible with the Service. Swift-Net's responsibility for your Internet connectivity stops at the downstream end of the Equipment. You are responsible for providing equipment capable of receiving and transmitting electronic data through a standard port. By accepting this Agreement, you explicitly acknowledge that Swift-Net will not provide technical support for equipment or software that is not part of the Swift-Net Service or Equipment.

Customer Networks

You may access the Internet via Swift-Net from secondary computers on a home network within the limits of the Acceptable Use Policy. Your home network is not part of your Internet Wireless service or Equipment. Swift-Net is not responsible for the possible additional wireless coverage needed for your residence or business. Allowing someone to connect to your home network from outside your premises and use your Swift-Net service is strictly prohibited. If you do this, we may close your account. Giving someone outside your household or business your Swift-Net login name and password is strictly prohibited.

VoIP Telephony

Under no circumstance will Swift-Net be liable for VoIP service interruptions or lack of Emergency 911 calling features. You agree and understand that emergency 911 features will not be available to 911 Dispatch centers including location information and/or client information and further more that 911 dispatch centers may receive incorrect or false information. You agree that phone and VoIP services are in no way considered essential services and as such are used entirely at your own risk in an emergency situation.

Termination of Service

Swift-Net Service may be terminated, or canceled, by the user at any time. The Service may be terminated, or canceled, by Swift-Net at any time upon written notice to the user. The service is billed and paid in advance and canceling before the next billing cycle ensures the user is not held responsible for another month of service.

If you cancel your service more than one (1) week into the new billing cycle or there is a high amount of usage, you will still be responsible for the invoice on your account. We recommend providing thirty (30) days' notice prior to the termination of your account to avoid additional invoices being due.

If the Service is being terminated within thirty (30) days of the Service being installed despite the connection being available and operational to Swift-Net's standards, you will not be eligible for a refund of the activation fee or the first month of service.

Acceptable Use Policy

The Swift-Net Service may only be used for lawful purposes. The Customer is prohibited from transmitting unlawful, threatening, abusive, libelous, vulgar, obscene, profane, hateful, or otherwise objectionable information of any kind. The Customer may not engage in conduct that would constitute a criminal offense, infringe on third party rights, give rise to civil liability, or violate any local, or international statute, rule, regulation, or treaty. The Service may not be used to upload, post, reproduce or distribute, any material protected by copyright or any other intellectual property right without first obtaining the written permission of such right holder. The user shall be prohibited from engaging in the transmission of unsolicited advertising, chain letters, and junk mail — "spamming".

Misuse of Internet Connections

In common with other internet service providers, where Swift-Net becomes aware that the Service is being misused, including but not limited to the malicious degradation of other networks or network devices and/or transmission of content contrary to applicable law ("Service Misuse"), Swift-Net reserves the right to suspend and terminate the Service without liability.

Limited Liability

We will not be liable for interruptions in Services caused by your intentional act or negligence, failure of your hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Swift-Net, including, but not limited to: acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS TERMS OF SERVICE AGREEMENT, SWIFT-NET'S LIABILITY REGARDING YOUR USE OF SERVICES OR EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICES OR EQUIPMENT, IS LIMITED TO THE CHARGES YOU INCUR FOR SERVICES DURING THE AFFECTED PERIOD. THIS MEANS WE ARE NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEY'S FEES.

You agree that Swift-Net will not be liable or responsible for any third-party claims or damages that arise from your use or another person's use of the Services or Internet access, further, you agree to indemnify and reimburse us for all costs and expenses related to the defense of any such claims, including attorney's fees. This provision will continue to apply after the Agreement ends.

Revisions to Terms of Service

Swift-Net reserves the right to update or modify the Agreement at any time and from time to time with or without prior notice. Continued use of the Service will be deemed acknowledgment and acceptance of the Agreement. Notice of modifications to this Agreement may be given by posting such changes to Swift-Net's homepage [[Link to Homepage](#)], by electronic mail, or by conventional mail.