

Internal Use Only:	Agent: _____
Technical	Accounting

**Applicant**

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_ ( Work )  
 \_\_\_\_\_ ( Home )  
 City \_\_\_\_\_ Postal Code \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_ ADSL Line: \_\_\_\_\_ ( must be a direct line )  
 ID #: \_\_\_\_\_ Loop # for non-Telus phone: \_\_\_\_\_

**Package Selection** ADSL services are subject to availability (to service location)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> <b>15.0M ADSL: \$55.00/month</b>   | <input type="checkbox"/> <b>25.0M ADSL: \$62.00/month</b>   | <input type="checkbox"/> <b>50.0M ADSL: \$70.00/month</b>   |
| <ul style="list-style-type: none"> <li>▪ One time Setup fee: \$120.00</li> <li>▪ 2 dynamic IP addresses</li> <li>▪ 300GB data transfer included.</li> </ul> | <ul style="list-style-type: none"> <li>▪ One time Setup fee: \$120.00</li> <li>▪ 2 dynamic IP addresses</li> <li>▪ 300GB data transfer included.</li> </ul> | <ul style="list-style-type: none"> <li>▪ One time Setup fee: \$120.00</li> <li>▪ 2 dynamic IP addresses</li> <li>▪ 300GB data transfer included.</li> </ul> |

**Additional Add-On Options**

- |  |  |
|--|--|
| <input type="checkbox"/> Additional email account  | <b>Total: \$5.00</b> each per month              |
| <input type="checkbox"/> Additional IP address   | <b>Total: \$10.00</b> each per month             |
| <input type="checkbox"/> ADSL Service Upgrade (for existing customer only)   | <b>Total: \$40.00</b> one time fee               |
| <input type="checkbox"/> Actiontec T2200M (up to 100Mbps)  | <b>Total: \$150.00</b> one time fee              |
| <input type="checkbox"/> Zyxwl BSG 1432 (up to 25Mbps)   | <b>Total: \$150.00</b> one time fee              |
| <input type="checkbox"/> Modem Rental  | <b>Total: \$150.00</b> deposit. \$7.50 per month |
| <input type="checkbox"/> On-site Installation (labor only)<br>(required for location with Enterphone systems and/or<br>Monitored alarms) | <b>Total: \$90.00</b> one time fee               |

*Plus applicable taxes upon invoicing.*

**Login / E-Mail ( login\_name@lynx.net )**

Login name must be unique on our system. The login name must be 2 characters or more, in lower case, consisting of lower case letters and/or numbers only.  
 The password must be at least 6 characters long and should include upper and lower case characters or numbers.

- **Primary Login/ Email Account** Login: \_\_\_\_\_ Password: \_\_\_\_\_

**Payment :**       **Visa**       **MasterCard**       **Amex**       **Cheque**

\*All payments are non-refundable. \*Prices are subject to change without notice, and applicable taxes apply upon invoicing.

**VISA / MasterCard**    Account Number: \_\_\_\_\_    Expiry Date: \_\_\_\_\_ ( mm/yy )  
 Card Holder's Name: \_\_\_\_\_ ( Please Print )    CVV Number: \_\_\_\_\_

I certify that all information provided on this form is true and correct. My signature on this document constitutes signature on file and my account will automatically be renewed unless I personally notify eSeeLYNX Communication Ltd. in writing otherwise. All the above information will be kept confidential. If this is a credit card purchase, I, the undersigned, authorize eSeeLYNX Communication Ltd. to bill my credit card expenses incurred for Internet account option selected (including over usage charge). Once account is being activated, account holder agrees and accepts also the attached policy statement of eSeeLynx Communication Ltd. If this document is transmitted by fax, account holder agrees to treat this document in the same manner and with the same legal effect as if this document was original document.

**Applicant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ ( mm/dd/yy )

## Billing Authorization

This is to confirm that I \_\_\_\_\_ the account holder of ADSL: \_\_\_\_\_ is aware of the extra traffic usage incurred. I hereby confirm that I agree with the usage record and will be responsible for the charge incurred due to the extra usage (\$1 per extra 100MB) as recorded on the online traffic report: [http://isp.lynx.net/adsl\\_member.php](http://isp.lynx.net/adsl_member.php)

Please bill me using:

My existing account information    OR

Credit card type:     **Visa**     **MasterCard**

Credit card number: \_\_\_\_\_ Expiry date: \_\_\_\_\_

Name on credit card: \_\_\_\_\_

I certify that all information provided on this form is true and correct. My signature on this document constitutes signature on file. All the above information will be kept confidential. I, the undersigned, authorize eSeeLYNX Communication Ltd. to bill my credit card for the expenses incurred as a result of my account over usage. If this document is transmitted by fax, account holder agrees to treat this document in the same manner and with the same legal effect as if this document was original document.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# eSeeLYNX Communication Ltd.

## POLICY STATEMENT

### I. Application of Policy

This policy applies to the use of eSeeLYNX Communication Ltd's computer facilities by all staff and members of eSeeLYNX Communication Ltd. It applies to the mainframe computer facilities, mini-computers, micro-computers, data network facilities, dial-up facilities, printing facilities and eSeeLYNX Communication Ltd. owned software, regardless of the source of funding. These hardware devices and associated software are subsequently referred to in this document as the "Facilities".

### II. User accounts

1. User accounts at eSeeLYNX Communication Ltd. are to be used by the person in whose name the account was created. Business accounts are to be used only by the members of the group or organization named by the account. Exceptions will only be accepted with the authorization by eSeeLYNX Communication Ltd.
2. All accounts granted are subject to compliance with this policy statement.
3. The Administration of eSeeLYNX Communication Ltd. reserves the right to remove any account from this system without giving notice of intention to do so. Any account balance will be refunded according to the guidelines in item 4 below.
4. Full or partial refunds may be requested but are subject to the following circumstances:  
-- New account holder has not successfully made use of the Internet account within a period of five (5) working days from day of account activation (must be verified by our technical staff)
5. No refunds are given with reasons other than the above circumstances mentioned in Section II.4.
6. Account terminations must be confirmed in writing from the account holder, with full account information, including login name, password, and the account holder's address. Confirmation letter must be received by eSeeLYNX Communication Ltd. five (5) working days prior to forthcoming account renewal date via fax, mail, or e-mail.
7. Inactive accounts are deleted 3 months after their expiry dates. All records are destroyed at that time. There are no refunds on inactive accounts.
8. Payment will be charged based on calendar month. (From the first to the end of the month) First month prorated charge is due prior to activation. Payment on all accounts must be verified prior to account activation or extension. All payments must be made in Canadian Funds and payments are due prior to account activation or extension. Reminder of payments will only be sent to account holder who has defined to make payments by cheque via default email address with eSeeLynx Communication. Payment can be made by cheque, money order, VISA, or MasterCard. Payments should be made to eSeeLYNX Communication Ltd. Submit by mail to **Unit 2190, Alberdeen Centre, 4151 Hazelbridge Way, Richmond, B.C. Canada V6X 4J7**.
9. Any bank charges incurred by eSeeLYNX Communication Ltd. because of NSF cheques or similar circumstances will be charged back to the member's account along with a service charge of \$25.
10. eSeeLYNX Communication Ltd. memberships confer upon their owners a set of privileges which vary according to membership type. These privileges are subject to change without notice.
11. Under no circumstances, shall eSeeLYNX Communication Ltd. be liable for any direct, indirect lost or damages from any interruptions, loss of contents, email or files deletion, errors, viruses or loss of data, whether or not limited to acts of God, communications/hardware/equipment failure, theft, destruction or unauthorized access to eSeeLYNX Communication Ltd's facilities.

### III. Programming for web application

All custom programs that eSeeLYNX Communication Ltd. develop are owned by eSeeLYNX Communication Ltd. No alternation or modification is allowed without eSeeLYNX Communication Ltd's permission. eSeeLYNX Communication Ltd. reserves the right to terminate the right to use our programs. Such circumstances may include termination of contract, and network abuse.

### IV. Unauthorized Use of Facilities

eSeeLYNX Communication Ltd. network system may not be used to harass any member, non-member, or system operator. No member of this system shall use the system to encourage facilitation, or engagement in illegal activities. Members shall make use of eSeeLYNX Communication Ltd. Internet services in a manner, which will not interfere with reasonable use by other members. Line Camping -- When a user has established a dialup connection to our network but is not performing any meaningful activity; they are classified as "camping out"; this is not permitted. This applies to all business and personal accounts. Every user is expected to make every effort to read messages offline. eSeeLYNX Communication Ltd. has the right to determine on its own whether a user is camping out on the lines. Accounts found guilty of line camping out will be immediately suspended without notice, and without refund. Account Sharing and Multiple Logins -- Account sharing is when two or more users share either a personal or business account. Multiple logins are when two or more users are logged into an account simultaneously. Users are responsible for maintaining the secrecy of their passwords. If a user suspects that someone may know his/her password, he/she should change the password immediately and notify eSeeLYNX Communication Ltd. Once eSeeLYNX Communication Ltd. detects there are users sharing their account or multiple logins, these accounts will be suspended without notice and without refund.

Without limiting the generality of the above, the following are some examples of the unauthorized use of facilities:

- Attempting to circumvent security systems on any facility, or the use of a computer account without authorization;
- Developing or using programs that harass other users of the Facilities or that damage the software or hardware components of the Facility and placing any destructive or nuisance programs such as a virus in the Facilities;
- Using the Facilities, particularly electronic mail and bulletin boards to send fraudulent, harassing or obscene messages;
- Transmitting commercial or personal advertisements, solicitations or promotions using the Facilities;
- Unless authorized by the Administration, reading, obtaining copies of or modifying data files, programs or passwords belonging to other computer users without the permission of those other computer users;
- Breaching the terms and conditions of a software licensing agreement to which eSeeLYNX Communication Ltd. is a party.

### V. Censorship And Adult Materials

eSeeLYNX Communication Ltd. network system shall not be used to distribute any file, data or message that, if doing so, would counter to the laws of Canada and the affected region. eSeeLYNX Communication Ltd. members are reminded that they are responsible for their own postings and bound by those same laws.

### VI. Penalties

Persons found to have used the Facilities for unauthorized use or who have misused the Facilities are subject to legal action in accordance with applicable policies and collective agreements. Failure to comply with these guidelines may result in account termination.

### VII. Account Over-Usage

- Account holders are responsible for monitoring their Internet usage. Usage information is available online at <http://isp.lynx.net> (for both ADSL traffic usage and dialup online usage). Account holders should be aware of the extra charge incurred as a result of over usage. For ADSL, \$1 per extra 100MB/month data usage. For dialup services, \$1 / extra hour /month up to a maximum of \$20). Over-usage will be billed automatically on account holders accounts.

VIII. Changes in this Policy This policy is subject to change without notice.

### ADSL

ADSL line must be a Direct, Telus phone/fax line. It cannot be any centric, overlay or data line, and it must be from Telus. ADSL is limited by its distance from the central office. Speed varies from location to location.

### Payment Information

Payment will be charged based on calendar month. (From the first to the end of the month) Installation and first month prorated charge is due upon installation.

Autopayment: Auto transaction will be made at the beginning of the month for the current month payment. By signing up for the autopayment, the customer authorizes eSeeLYNX Communication Ltd. to charge to his/her account for all the monthly charge and subsequent outstanding charge, including the extra charges. HST / GST is applied.

Additional equipments (e.g. Microfilter, splitter, 2 in 1 adaptor, wiring) may be needed during installation, and they are not included in the basic set up charge. Network card install, and networking services are also not included in the basic set up charge, and extra charges applied if services are needed from our technician.

Installation will be billed within 5 days when Telus ADSL provisioning is completed. If in any occasion that installation is not done due to customer's unavailability, the ADSL monthly billing starts on the 5<sup>th</sup> day after Telus completion.

### Payment Method

Credit card (Visa, Master) and post-dated cheque are all accepted for payment. A \$25.00 charge will apply for any NSF cheque. A \$10.00 charge will apply for any NSF or bounced auto or credit card, or pre-authorized payment. It is the customer's responsibility to inform us for any credit card/account information change.

### Data Usage

It is important to pay attention to the data traffic limitation in each different adsl package. Extra charges will be applied in addition to your monthly package if usage exceeds the limit. Please note that downloading music file, video, on line gaming, Napster, etc might result in large data usage. It is strongly advised that customers do not subscribe to any online peer to peer networking software like Napster

### Change of Account/ Cancellation

A contract with a specified term (term duration subject to change from period to period. Please check our website for current requirement) is required for any ADSL sign up. Should there be any cancellation of ADSL line before the end of the specified contract term, a \$100 cancellation fee applied. The contract is effective once the application form is signed, and when eSeeLYNX Communication Ltd. has applied the adsl line order. Cancellation charge is not applied to cancellation due to ADSL line technical problem. Any change of ADSL phone line information, ownership change, or address change will incur a change subscription. Notice must be received from customer 7 business days in advance. Set up charge applies and will be confirmed upon receipt of change subscription order. Any change of ADSL subscription level will incur a change subscription. Notice must be received from customer 7 business days in advance, and a charge of \$50 is applied. eSeeLYNX Communication Ltd. reserves the rights to discontinue the service or hold any accounts that are in area; and to charge to account for all the outstanding balance upon cancellation.

### Modem

If modem rental package is chosen, the ADSL modem is eSeeLYNX Communication Ltd.'s property. A deposit is required upon installation, and will be refunded upon cancellation, provided that all the outstanding payments are cleared.

*This policy is subject to change without notice.*