



# Weesoe Community Communication Technologies Residential Customer Service Agreement

PO Box 310, Deep River, ON K0J1P0

Phone: 1-855-640-8202

Email: office@wcc-tech.com

Form Revision 1.6 Date Revised: 2017.10.31

1.0 Service Address				Fields marked in <i>italics</i> are required.	
<b>Customer Name – Primary Contact Name (First and Last)</b>				<b>Order Type</b>	
				<input type="checkbox"/> New <input type="checkbox"/> Add-On	
Additional Authorized Names (if different from above)	<b>Main Phone</b>	<b>Cellphone</b>		<b>Sales Representative</b>	
<b>Street Address</b>	<b>Box/Suite</b>	<b>City</b>	<b>Province</b>	<b>Postal Code</b>	
<b>Email Address</b>			<b>Website Address</b>		

2.0 Services Requested		
Services Requested	Plan & Rate For current pricing see the WCCT website – wcc-tech.com	Notes
Residential Plan	<input type="checkbox"/> Rez-DSL (Internet Only) <input type="checkbox"/> Rez-DSL+ (Internet & Phone) <input type="checkbox"/> Rez-OnNet (Wireless Internet) <input type="checkbox"/> Rez-OnNet+ (Wireless Internet & Phone)	
Additional Services	<input type="checkbox"/> Fee for DSL Installation (Only required if site visit is necessary) <input type="checkbox"/> Fee for Wireless Installation (Required for wireless installs) <input type="checkbox"/> TP-Link Wireless Router <input type="checkbox"/> ReadyNet Wireless Router  For other additional products and services, see wcc-tech.com, and reference the other additional service under notes.	
Current Provider:	Current Serv.: ____ Down ____ Up Ping ____ ms	Enable Voice Mail: Yes <input type="checkbox"/> No <input type="checkbox"/>
Invoices Obtained: Yes <input type="checkbox"/> No <input type="checkbox"/>	Additional Notes on Back: Yes <input type="checkbox"/>	Dry Loop Needed: Yes <input type="checkbox"/> No <input type="checkbox"/>
Current Dry Loop # if known:		

3.0 Billing Information			Fields marked in <i>italics</i> are required.	
<b>Invoice Presentation</b>		<b>Payment Method:</b> * See Terms and Conditions		
<input type="checkbox"/> Email <input type="checkbox"/> Paper (A fee of \$2/invoice will be applied)		<input type="checkbox"/> Online <input type="checkbox"/> Cheque		
<b>Billing Contact Name</b>	<input type="checkbox"/> Same as Service Address Info above	<b>Phone Number</b>	<b>Billing Email Address</b>	
<b>Street Address</b>	<b>Box / Suite</b>	<b>City</b>	<b>Province</b>	<b>Postal Code</b>

**Customer Agreement & Pre-Authorized Payment Statement**

This Order form, in conjunction with "Terms of Service and Use" on the reverse of this agreement, constitutes an offer ("Offer") by you or the entity you represent as an authorized signatory (in either case, "You") to commit to and purchase services from WCCT. Please read this Order Form and the Terms of Service and Use carefully. By signing this form, the Terms of Service and Use becomes a legally binding contract between You and WCCT Corp. In signing the Offer, in addition to representations, warranties and agreements you make under the terms of Service and Use. You specifically agree You are authorized to sign for and bind any account named above. You confirm the information you have provided to WCCT is true to the best of your knowledge and that you are 18 years of age or older. You have read, understood and agree to the WCCT terms and conditions for use of Services. The undersigned consents to the obtaining of credit information in connection with this agreement. Customers do not have any property rights in any telephone numbers assigned to them. Unless otherwise specified in notes above, you agree that WCCT will carry all long distance calls from the telephone numbers specified in the attached forms. The undersigned acknowledges that there are no existing term contracts with their existing service provider.

Payment options. By selecting pre-authorized payment you authorize WCCT or its agent to charge your credit card / bank account as listed on this form. You understand each payment shall be treated as if you had personally issued a written direction authorizing WCCT, or it's agent to debit the monthly invoice amount from your credit card or bank account and that debits will take place 10 calendar days after the invoice date. You further understand and agree that automatic debits or cheques returned NSF are subject to a handling charge based on the amount returned. Please attach a blank void cheque for pre-authorized debit. NOTE: Features included in our bundled rate are Voice Mail, Call Forwarding, Call-Waiting (if applicable), Call Display, Call Blocking and Call Transfer Link (3-way calling).

**At sign-up, the Customer must provide one recent copy of the current supplier bill(s), or the address where the service is to be provided (if different than the home address), the names(s) of the current service supplier(s), the supplier account number(s) and all the phone number(s) associated with the account(s).**

**Customer**

**WCCT**

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

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

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

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

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

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

The undersigned user (the "User" or "You") hereby agrees with Weesoe Community Communication Technologies (hereafter WCCT), and its officers, directors, employees (collectively referred to as "WCCT") that in consideration of WCCT opening an account (the "Account") for the User to provide Telecommunication or related Services through WCCT's facilities (the "Services"), the User agrees that use of the Services is subject to all of the following terms and conditions which are subject to the terms of the Services package (the "Plan") chosen by the User (the "Agreement").

#### CONDITIONS OF SERVICE

1. Where there are omissions errors or defects in transmission, or failures or defects in Bell Canada facilities (Bell-Article 15), WCCT's liability is limited to a refund of charges on request, proportionate to the length of time the problem existed. With regard to long distance service and short period private line service, the refund shall be computed in a similar manner, provided WCCT is advised promptly of the problem. No request is necessary where a problem in primary exchange service lasts twenty-four hours or more from the time WCCT is advised of the problem. However, where the problem is occasioned by WCCT negligence, WCCT is also liable for the amount in accordance with Bell-Article 16.1 of Bell Canada Terms of Service.

2. If there is an increase in the cost of providing any contracted rate such as, by way of example, an increase in the cost of telephone charges from any ILEC or any form of tax on internet use, WCCT will give you 60 days written notice of any increase to the rates of your services. As a result of this notice, you can, within 60 days of receipt of that notice, cancel your agreement with WCCT without penalty. You will be responsible for paying any charges you have incurred up to the date of cancellation.

3. Except as otherwise specified these Terms of Service (Bell-Article 1) apply to services for which the Canadian Radio and Telecommunications Commission has approved a Tariff. These terms do not limit WCCT's liability in cases of deliberate fault or gross negligence, or breach of contract where the breach results from the gross negligence of WCCT Tariffed services offered by WCCT are subject to the terms contained within:

- (a) These Terms
- (b) Applicable provisions of Bell Canada's Tariffs: and
- (c) Any written application, to the extent that is not inconsistent with these Terms or the Tariffs.
- (d) All the above bind WCCT through Bell Canada and its customers.

Except with regard to physical injuries (Bell-Article 16), death or damage to customer premises or other property occasioned by its negligence, including negligence with regard to intercept, reference of call service and emergency service from coin telephones, and also for breach of contract where the breach results from the negligence of WCCT, WCCT is limited to the greater of \$20 and three times the amounts refunded in Accordance with Articles 13.1 and 15.1 as applicable.

WCCT/Bell Canada is not liable for: (Bell-Article 16)

- (a) any act or omission of a telecommunications carrier whose facilities are used in establishing connections to points which Bell Canada does not directly serve;
- (b) defamation or copyright infringement arising from material arising from material transmitted or received over Bell Canada facilities;
- (c) infringements of patents arising from combining or using customer-provided facilities with Bell Canada's facilities
- (d) Copyright or trademark infringement passing off or acts of unfair competition arising from directory advertisements furnished by a customer or customer's directory listings provided such advertisements or the information contained in such listings were received in good faith in the ordinary course of business.

4. WCCT reserves the right in the case of non-payment of services to not be held to a specific disconnect period.

5. Notwithstanding that WCCT billing rates may be referred to or advertised as "monthly" the actual billing period is thirty (30) days, regardless of the length of the current month. All payments for non-usage based Services are billed in advance every thirty (30) days, commencing from the date the User's Plan commences (when the User signs up with WCCT) and continuing until termination of this agreement. Any account that is unpaid for more than 30 days after the invoice date will be considered to be in default, and there will be a charge of 1.5% per month (18% per year) on any amounts owed. Payments made which are returned for lack of funds or any other reasons will be in immediate default and subject to an additional returned cheque charge (currently \$25.00) which must be paid before the account is returned to good standing. Contracted plans will be automatically renewed for the same term unless notice is provided by either party 30 days prior to the end of the current contract period.

6. WCCT/Bell Canada (Bell-Article 3) is not required to provide service to a customer where:

- (a) Bell Canada would have to incur unusual expenses which the applicant will not pay for, for example, securing rights of way or for special construction;
- (b) The applicant owes amounts to WCCT that are past due other than as a guarantor, or
- (c) The applicant does not provide a reasonable deposit or alternative required pursuant to these Terms.

7. The User's access to Services may be restricted and the Account terminated at any time, without notice, if the User is in default of this Agreement. Upon such termination WCCT will have no obligation to make any refund or other payment (including, without limitation, refund of set up fees, prepaid fees or other credits for future Services) to the User. Despite any such termination costs re-establishing services that have been disconnected may result in a Re-connection charge. Suspension or termination of service does not affect the customer's obligation to pay any amount owed to WCCT.

8. Where WCCT through Bell Canada does not provide service on application, it must provide the applicant with a written explanation upon request. WCCT or Bell Canada's agents (Bell-Article 5) and employees may at reasonable hours, enter premises on which services are to be provided, to

install, inspect repair and remove its facilities, to inspect and perform necessary maintenance in cases of network-affecting disruptions involving customer-provided facilities and to collect proceeds from coin telephones. Prior to entering premises, WCCT must receive permission from the applicant or another responsible person. Entry in cases of emergency is not subject to above conditions. Upon request WCCT or Bell Canada employees must show valid identification prior to entering the premises.

9. All communications and notices between WCCT and the User will be conducted through e-mail unless otherwise agreed to by an authorised representative of WCCT. All such communications and notices will be deemed received by the user three days after being sent by e-mail by WCCT. The User specifically agrees that WCCT has no obligation to send any other notice to the User, even in the event of default. All notices from the User for modifications, changes, upgrades or termination of Services will be effective only if presented to, and received by, WCCT in writing or via E-mail. Such notices sent to WCCT by the User must be confirmed by return e-mail to be effective.

10. Except where otherwise specified in its Tariffs or by special agreement (Bell-Article 4), WCCT through Bell Canada must furnish and install all facilities required to provide service. Bell Canada must bear the expense of maintenance and repairs required due to normal wear and tear to its facilities, except that Bell Canada through WCCT may charge for the additional expense incurred when the applicant or customer requires maintenance and repair work to be performed outside of regular working hours. This section does not apply where otherwise stipulated in Bell Canada Tariffs or by special agreement with WCCT Inc. A customer who has deliberately, or by virtue of a lack of reasonable care, caused loss or damage to WCCT/Bell Canada facilities, may be charged the cost of restoration or replacement. In all cases customers are liable for damages caused to WCCT/Bell Canada facilities by customer provided equipment. This includes any damage or loss of rental telephone equipment etc that WCCT is billing on behalf of Bell Canada.

11. Force Majeure. Neither party is liable for failure or delay in performance hereunder which is caused by strikes, shortages, failure of suppliers, riots, insurrection, fires, floods, storms, earthquakes, acts of God, war, governmental action, labor conditions, or other cause beyond its reasonable control. The failure to make any payment required under this Agreement shall never be excused under this force majeure provision.

12. Service Level Agreement. The optional SLA applies only to equipment supplied by WCCT. Equipment covered by the SLA must be operated according to the instructions provided with the equipment, and must be operated from a surge-protected power source.

13. WCCT may by written notice to the User, cancel the Services if the user: (1) fails to perform or comply with any of the provisions of the order form or the Conditions of Service and Use (ii) commences any proceeding seeking relief or protection under any bankruptcy or insolvency laws, (iii) seeks to liquidate, dissolve or wind up its business or (iv) makes an assignment for the benefit of creditors for all or substantially all of its assets.

14. 911 Service. The 911 service included with the WCCT phone service is the basic 911 service – the customers phone number and location are not automatically transmitted to the operator. The operator at the answering location verbally obtains the pertinent information that identifies the caller's needs and the emergency service address. A power interruption or failure of the broadband internet may affect 911 service. The Customer acknowledges and understands that in the event of an outage, malfunction or any other unavailability of the Customer's internet connection or service related equipment, including and without limitation, improper modifications or tampering, the Service may not function and emergency calling may be unavailable.

15. Customers are responsible for paying for all calls originating from, and charged calls accepted at, their telephones, regardless of who made or accepted them. (Bell-Article 9) Customers may dispute charges for calls, which they do not believe originated from or were accepted at their telephones. Disputes must be submitted in writing to WCCT. Customers are still responsible for, and must pay the undisputed portion of their bill.

16. Unless there has been customer deception with regard to a charge, customers are not responsible for paying a previously unbilled, or under billed charge except where: a) in the case of a recurring charge or a charge for an international long distance message, it is correctly billed within a period of one year from the date which it was incurred, or b) in the case of a non-recurring charge other than for an international long distance phone call, it is correctly billed within a period of 180 days from the date it was incurred. Unless there has been customer deception, WCCT cannot charge interest on the late billed amount.

17. The minimum contract period for any service is 30 days unless otherwise stipulated in this agreement. In the event of termination prior to the expiry stipulated in the agreement, the penalty the Customer is immediately responsible for, 100% of the unused portion of the contract. For usage based services, the penalty will be the average monthly usage of the billed period multiplied by the remaining contracted months. WCCT will allow the client to disconnect telephone lines excluding the main number during the life of the contract term without a termination penalty. WCCT will impose a termination charge only if the main numbers are switched to a competitor during the term of the contract. Ancillary Services such as Bell Canada Call Answer Service is not included in the contracted monthly rate for lines.

18. In the case of errors or omissions in the telephone directory, (Article 13) White and Yellow standard listings, whether or not the error or omission is with regard to a telephone number, WCCT/Bell Canada's liability is limited to canceling any charge associated with such listings for the period during which the refund, or error or omission occurred. WCCT/Bell Canada is also liable for the amount calculated in accordance with Article 16.1 of Bell Canada's Terms of service. In the case of errors in telephone numbers in the directory white and Yellow Page listings, unless central office facilities are unavailable, Bell Canada/WCCT must provide a reference of call service, free of charge, until termination of the customer's service or distribution of updated directories for that district in which the number or listing is correct. (Bell-Article13). Customers do not have property rights in telephone numbers assigned to them. Bell Canada through WCCT may change such numbers, provided it has reasonable grounds for doing so and has given reasonable advance written notice to the customers in question, stating the reason and anticipated date of change. In cases of emergency, oral notice with subsequent written confirmation is sufficient.