



Subscriber Agreement

Contact Information

Subscriber Name: _____

Phone (Home): _____ Phone (Work): _____

PO Box: _____

Community: _____

Community Service Provider: _____

Subscriber Agreement Summary

As an AirWare Subscriber you Agree to:

- The terms and conditions as outlined in this agreement;
- The Hardware (AirWare modem) purchase and warranty terms and conditions;
- Your account will be placed on hold if you do not pay on time;
- You will be responsible for your actions on the Internet;
- You cannot use the AirWare service for illegal or improper purposes;
- You will be responsible for your password. You must NOT give out the password to others. Your CSP cannot access your mailbox, nor do they know your password;
- You will call 1 (888) 343-7775 for technical support

AirWare reserves the right to change prices, terms and conditions at any time without notice.

Please reviews the detailed terms and conditions in the agreement below prior to signing.

Subscriber's Signature: _____

Date: _____



Detailed Terms and Conditions

Parties to this agreement

The Subscriber is the individual or organization named in the Contact Information part of this agreement and anyone allowed by the Subscriber to use the services provided under this agreement. For convenience, 'you' is used to refer to the Subscriber. SSI Micro Ltd. (hereafter called 'SSi') will provide Internet access to you, the subscriber.

Community-based support and service for AirWare subscribers, will be provided by authorized Community Service Providers (hereafter known as CSPs). CSPs only have limited authority to act as agent of SSI for the specific purposes set out in this agreement and SSI's policies and procedures.

Connecting to AirWare

SSi agrees to provide AirWare access to you in any community that we serve, through the use of SSI facilities, such use to be non-exclusive, and shared with other AirWare subscribers from time to time.

You acknowledge responsibility for supplying all necessary equipment and software in working order for your computer and associated facilities, at your cost. Your equipment must meet minimum system requirements as outlined by SSI from time to time.

You acknowledge that if you travel to another community with your modem within our service area, the network will automatically recognize your modem. An extra \$10 each time you land in a different community will be billed to your account.

If you have problems with your computer, software or network, some AirWare CSPs may agree to provide additional services but CSPs are not obligated to provide any additional services and if your CSP does so, the work is not carried out under this agreement.

Hardware Purchase & Warranties

SSi shall supply & sell the AirWare modem to you through the CSP or directly from our head office located at: 356B Old Airport Road, Yellowknife NT. You can call 1 (888) 343-7775.

The modem purchase price unless advertised otherwise by SSI, shall be \$100.00 per modem plus applicable taxes and shipping.

SSi will be responsible for technical or mechanical failure of the modem for up to 30 days from the date of your modem purchase. SSI will not be responsible for abuse/extensive damages within these 30 days.

Subscribing to AirWare

You will be connected to AirWare with the assistance of a CSP. You should expect to receive service and support from your CSP for account registration, initial set up, modem testing and payments.

For technical support please call our support line at: 1 (888) 343-7775

Payment for AirWare services

Subscribers will pay for AirWare services in advance on a monthly basis. For example, if service is started on November 14, the Subscriber must prepay one month of service on November 14. In this example, the next payment is due on December 14 or the service will be suspended. Subscribers may pay more than one month in advance.

Services may be paid by credit card or by bank transfer to SSI. If your credit card is declined or no bank transfer is received, your account will be placed in stasis until a payment is made.

Extra charges or upgrades to your plan will be charged to your account monthly at the published rates.

A CSP will accept cash as payment and will issue a receipt to you. It is entirely up to each CSP if they choose to offer other forms of payment. CSPs are not authorized to change the prices when offering other forms of payment.

You agree to be responsible for all charges for any goods or services levied by third parties while you are using AirWare.

You agree that you are liable for charges and other activities incurred on or related to your account by any person. It is therefore very important that you safeguard your AirWare username name or password and keep it confidential.

Connecting additional wireless equipment to your computer equipment can allow others to connect to



and use your AirWare account unless the additional wireless equipment is properly encrypted and secured. Any additional wireless equipment is installed at your own risk and you are liable for all charges incurred on your AirWare account including charges resulting if others connect to your personal wireless equipment.

You agree to pay all the fees applicable to such services you incur through your AirWare account, including any fees associated with the use of such services together with all applicable taxes.

Unless otherwise indicated all fees for services purchased through your AirWare account will be billed immediately to the credit card you designated for the particular AirWare account and are non-refundable.

SSi reserves the right to change the amount of, or basis for determining, any fees for services, and to institute new fees or terms at any time effective upon notice to you.

Canceling AirWare Services

You may cancel your account at any time by visiting your CSP or calling us at: 1 (888) 343-7775

You may resell or give your modem away however, it is required that you call our head office to ensure that this modem is released to the new customer.

Limitations on AirWare Services

SSi shall use its best efforts to supply the full set of AirWare services. Should AirWare services not be available, regardless of the reason, you agree that refunds or credits will be provided at the sole discretion of SSi and then only in extended and unusual circumstances.

You agree that SSi has all necessary approval to monitor your usage and your consumption of shared resources and to record, and analyze your consumption and usage records.

SSi reserves the right to implement specific limits on the maximum amount of resource consumption available to you as set forth in SSi's price list and as directed by SSi from time to time including the authority to charge additional subscriber usage fees

or the limitation of consumption as set forth in the AirWare price schedule from time to time.

SSi reserves the right to make firmware upgrades to the modem you are using at any time automatically and remotely, and to recall and replace modems as needed from time to time.

Limitation of Liability and Authority

SSi or any CSP shall not be responsible for any reason whatsoever for loss of information, time or money however caused related to your use of AirWare. You assume all such risk upon entering into this Agreement.

A CSP is not authorized to do or say anything on behalf of SSi or that is contrary to this agreement or SSi's policies and procedures. SSi is not responsible for any loss or damages you may suffer that are due to the actions or failure to act of a CSP, including any negligence or misconduct by a CSP.

Appropriate Use of the Internet and AirWare

Your use of the Internet is solely your responsibility; SSi or your CSP shall have no liability for the nature or use of the data transferred from or to your modem..

By using AirWare you acknowledge that you or anyone who uses your computer, authorized by you or not, may come into contact with information, material or pictures that are inappropriate or offensive. You acknowledge that SSi and your CSP do not limit access to any part of the Internet and you are solely responsible for limiting access to the contents of the Internet for all users of your computer.

SSi is committed to protecting all Subscribers and the Internet community as a whole from illegal, irresponsible and disruptive Internet activities. SSi is not obligated to, but have the right to monitor the use of service as indicated in the examples below. You agree that cancellation with no refund may result from breaches of the following:

Email may only be sent to those who have requested it and must use a valid return email address. If an



AirWare email address is referenced in spam originating from AirWare servers, the responsible Subscriber's account will immediately be terminated.

The distribution or use of mass emailing programs is strictly prohibited.

Subscribers participating in advertising, transmitting, or otherwise making available any product, or service that is illegal or designed to solicit numerous responses, subscribing other Internet users to listservs or mailing lists, threatening other Internet users, mail bombing Internet users, running packet sniffers or port scanners or the intentional distribution of viruses and worms and other harmful viruses will result in immediate account termination and possible legal action.

AirWare reserves the right to terminate any Subscriber account that engages in abuse of AirWare equipment, software or network, and/ or other customer's sites. This abuse includes, but is not limited to attempting to gain access to customer accounts or disrupting AirWare systems in any way.

AirWare reserves the right to disable any Subscriber account at any time without notice that may be inadvertently or otherwise generating improper or non-standard traffic to the detriment of other Internet users or the AirWare network. Subscriber agrees that no claim for credit or loss or damage shall be made by Subscriber for the period that the Subscriber account is disabled.

Privacy

SSi respects your privacy. SSi may provide you with information about news, sales and promotions related specifically to SSi or AirWare services as well as send you information regarding your account. SSi will NOT disclose your personal data outside of SSi unless we are required to do so by law and in order to assist in the detection or prevention of crime.

Neither SSi nor your CSP have access to your password. We cannot access your account or email should you lose or forget your password. If you ask, SSi or your CSP can replace your existing password with a new password.

If you ask your CSP to replace your password, you agree that you will immediately change that new

password to a different password not known by CSP staff or SSi.

Changes to AirWare Services and Prices

SSi reserve the right to revise, amend, or modify the scope and nature of the services provided and/or the prices of the services and/or the terms and conditions of this agreement or the related policy at any time and in any manner without notice. Changes to the services, prices and the related policy will be posted on the web site at www.AirWare.com.

If you continue to use AirWare following the posting of changes on the web site, you have agreed to the change.

Concerns, Complaints and Escalation

If you have problems or concerns about AirWare or related to your service, please contact us at 1 (888) 343-7775

Use of AirWare Property

The Subscriber acknowledges that AirWare and the associated promotional material, domain names, designmarks and trademarks are all the property of SSi and shall only be used as directed by SSi.

The Subscriber acknowledges that the email name used by the Subscriber under this agreement is selected by the Subscriber, not by SSi or an authorized CSP and that email name is being used by the Subscriber at the sole risk of Subscriber.

Subscriber acknowledges that SSi has the right at any time for any reason whatsoever to withdraw any email name from use as a AIRWARE email name and to require the Subscriber to select another available name.

The subscriber acknowledges that the IP address assigned to Subscriber by AirWare, whether a dynamic or static IP address, is at all times the property of SSi.

"AirWare" is a registered Trademark of SSi Micro Ltd.