



Cyberlink Systems Corp.

201 - 111 Kootenay Street North, Cranbrook BC V1C 3T5
250.426.5175 800.381.8866

End User Service Agreement

THIS AGREEMENT DESCRIBES THE TERMS UNDER WHICH CYBERLINK SYSTEMS CORP. DELIVERS INTERNET AND INTERNET RELATED SERVICES TO YOU, THE END USER. BY CONTINUING TO UTILIZE THE SERVICES PROVIDED BY CYBERLINK SYSTEMS CORP YOU ACCEPT THE TERMS AND CONDITIONS BELOW. IF YOU ARE NOT IN AGREEMENT WITH THESE CONDITIONS PLEASE CONTACT OUR OFFICES TO ARRANGE CANCELLATION OF YOUR SERVICES IMMEDIATELY.

If you have any questions regarding these terms and conditions, please contact customer services at helpdesk@cyberlink.ca

Accounts are available only to adults 19 years of age or older or, in their discretion, their minor child. If you are a minor, your parent(s) or guardian(s) must complete the registration process, in which case they will take full responsibility for all obligations under this Agreement. You are liable for all activities conducted through the Account, and parents or guardians are liable for the activities of their child.

In no event shall Cyberlink Systems Corp. or any of its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever -- including but without limitation, damages for loss of business profits, business interruptions, loss of business information, or any other pecuniary loss -- arising out of the use of or inability to use the services provided even if Cyberlink Systems Corp. has been advised of the possibility of such damages

All prices subject to change without notice or remuneration. A minimum three (3) month purchase is required with cash, cheque or money order payment selection. A minimum one (1) month purchase is required with pre-authorized credit card and direct bank account withdrawal payment selections. NSF of any kind are subject to a \$20.00 handling charge.

Accounts not in good standing within net 30 days from the transaction date are subject to a \$5.00 late payment fee. All accounts configured with cash or cheque as the payment method with a balance greater than \$10.00 outstanding over 30 days will be subject to suspension.

All accounts configured with pre-authorized automated payment as the payment method with a balance of \$10.00 or greater over 5 days will subject to suspension.

All sales are final. No refunds will be issued for accounts canceled prior to their maturity.

All accounts are continuous and will be renewed upon maturity for a like term unless cancellation notice has been received no less than seven (7) days prior to the maturity date.

All request for account changes and cancellations require no less than seven (7) days notice prior to the maturity date.

If a pre-authorized payment method has been selected, the end user, through continued use of the services provided, authorizes Cyberlink Systems Corp to debit the bank account or credit card listed in the Customer Payment Information for any charges incurred using the service including but not limited to: extra usage charges, renewal of subscription and the purchase of additional services. This authorization will remain in effect until cancelled by the end user in writing delivered to Cyberlink Systems Corp. at 111 Kootenay St. N. Cranbrook BC V1C 3T5. It is the responsibility of the end user to ensure the information provided to Cyberlink Systems Corp. for pre-authorized payment is current and accurate this includes but not limited to credit card expiry dates and bank account numbers.

All notifications regarding accounts are made via email, this includes but is not limited to invoices and system notifications. If you choose not to use your Cyberlink email address, it is your responsibility to provide Cyberlink Systems Corp. with an alternate email address for all account notifications and billing information.

Initials _____

It is the responsibility of the user to monitor the individual usage of each plan they are subscribed to. Cyberlink will not forward notification when the usage limits are reached. Extra usage will be billed automatically to all accounts when the usage for the billing period exceeds that of the plan purchased.

Cyberlink Systems Corp reserves the right to discontinue service or deny access to anyone who violates this agreement our Acceptable Use Policies WITHOUT PRIOR NOTICE OR REMUNERATION. A copy of Cyberlink's Acceptable Use Policy is available online at <https://www.cyberlink.ca/acceptable-use-policy/>

DSL Services are subject to a minimum six-month commitment. DSL subscriptions cancelled prior to the minimum commitment are subject to a \$99.95 early cancellation fee and return of all promotional products received including but not limited to modems.

DSL and COAX free modem promotions are subject to a 1-year commitment. DSL and COAX subscriptions cancelled prior to the minimum commitment are subject to a \$99.95 early cancellation fee and return of modem.

All changes to the location of a telephone number with a DSL circuit turned up must be forwarded to Cyberlink Systems Corp. at least 5 business days prior to said change to minimize DSL service disruptions.

Cyberlink will not provide free support to connections beyond the IP address(es) that we provide the end user.

All fees are due upon receipt and shall be paid no later than 30 days, 60 days for corporate accounts, following receipt of an invoice which shall be deemed accepted by the Customer if not disputed within 30 days of the invoice date.

Cyberlink Systems Corp may amend this Agreement at any time in our sole discretion. Amendments shall be communicated to you via email to the contact email address listed in your Customer Information. Such amendments shall be effective whenever we make the notification available for your review. This agreement is also available online at <https://www.cyberlink.bc.ca/end-user-service-agreement>

Registration Number

Date

Name

Signature