



AEBC Internet Corporation

B11-970 Burrard Street, Vancouver, BC, Canada V6Z 2R4 www.aebc.tv Fax 1-604-288-0639
24/7 contact info: sales@aebc.tv 1-604-288-1818 support@aebc.tv 1-604-288-1616

Terms and Conditions:

Agreement. This is an agreement between AEBC Internet Corporation (“AEBC”) and the user (“Customer”) specifying the terms and conditions under which AEBC will provide certain Internet services (the “Service”) to the Customer. By establishing an account, or using the Service, or by signing this agreement, Customer agrees to be bound by these terms and conditions and any other applicable user policies agreements, or as may be required by statute or regulation.

Charges & Billing. Service is provided for full monthly terms. Customer agrees to pay all fees and charges associated with the use of the Service such as service fees and charges for installation and service calls and other items supplied, including applicable taxes. Monthly recurring fees are payable monthly in advance. Any other charges are payable when billed. **Initial charges are due and payable prior to service activation. Initial charges include the first month subscription fee (pro-rated from install date), the second month subscription fee, and any onetime cost of setup and hardware purchases. Subsequent monthly fees will be billed or charged at the beginning of the month for a full month’s charge.** Customer understands and agrees that he or she will be responsible for the full month’s charge in the event of early termination within the month’s billing cycle. Customer agrees to settle AEBC’s invoice upon receipt. Accounts are in default if payment of all amounts due is not received within thirty (30) days after date of invoice, and are subject to an interest rate on the outstanding balance at a rate of 2% per month (26.82% per year) calculated from date of invoice. AEBC may terminate or suspend service at any time at its sole discretion, for non-payment of account charges. In the case of termination for non-payment, the Customer is fully liable to AEBC for all charges accrued before termination, including, without limitation, interest charges and costs incurred by AEBC for collection costs and attorney’s fees. **In the event of disconnection, Customer must pay AEBC balance due on the account in full and will be required for a new sign up before Service reactivation.** Where applicable, Customer will provide AEBC with a valid exemption certificate to exempt Customer, under applicable law, from taxes that would otherwise be paid by Customer. AEBC will invoice Customer for taxes that are not covered by any tax exemption certificate filed by Customer with AEBC. Should Customer not provide AEBC with the applicable tax exemption certificate, it will be the Customer’s responsibility to obtain any tax credits directly from the agency concerned. For each occurrence, AEBC will impose a \$42.50 charge for any cheque that is returned for any reason by a financial institution, or for declined pre-authorized payments by credit card or bank debit. It is the Customer’s responsibility to inform or notify AEBC of any changes of his or her credit card or banking information. **Billing Disputes:** The Customer must notify AEBC in writing of any disputed charges within thirty (30) days of the date of the billing for such charges. In the absence of such dispute, charges billed are deemed correct and dispute waived. In the event that the Customer, in good faith, determines that there is a material discrepancy between AEBC’s invoiced charges and Customer’s calculation of charges owed, Customer shall be permitted to withhold payment of such disputed charges, provided that Customer pays all undisputed charges on or before due date and presents in good faith and in reasonable detail the billing discrepancy in question for the purpose of resolving the disputed charges. In the event parties fail to mutually resolve the disputed charges within a reasonable time period which will generally be within thirty (30) days of the next billing cycle, the parties shall resolve such dispute by arbitration conducted by a single arbitrator appointed by agreement. AEBC reserves the right to put the disputed services on hold to avoid incurring additional costs. Billing disputes can be reported by email to accounts@aebc.com.

Customer may terminate the service for any reason at any time by notifying AEBC at least 30 days notice in advance. If a Customer cancel a request for the Service after installation work has started, Customer will be charged for the installation including the cost of equipment, labour, materials and supplies incurred.

Equipment & Devices Return Responsibilities: Equipment and devices provided by AEBC on loan or free of charge for Customer use of the Services will at all times remain the property of AEBC. Customer acknowledges obligation to return to AEBC such equipment and devices within fifteen (15) calendar days from service termination or cancellation to enable account closure and final billing. Shipping charges for the returned devices is the responsibility of the Customer. Returned devices should be complete as originally received, undamaged and in good working order (except for normal usage wear and tear) complete with power adapter, cables, CD, documentations, boxes, etc. In the event such equipment and devices is not returned and received by AEBC within the fifteen (15) calendar days, Customer will be billed as liquidated damages and not as a penalty, an amount equal to \$300 plus applicable taxes, and Customer hereby authorize AEBC to charge Customer’s credit card or pre-authorized payment account for the billing.

Use of Service. The Service is provided for personal and /or business use of the Customer as an end-user and is not intended for resell or transfer to any other person or user for any purpose, without the express and written permission of AEBC. The Customer agrees to use the Service solely for lawful purposes and will not otherwise violate any applicable local, state, provincial, federal or international law. It is the Customer responsibility to ensure that the Service is not used fraudulently or subject to abuse or misuse. Service is being provided on a “fair use” basis, meaning that the Customer is to use the service in a normal prudent and fair manner consistent with normal residential



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or commercial use. AEBC reserves the right to suspend or terminate service immediately and without advance notice if in the sole judgment of AEBC, the Customer is in violation of this condition. In the event of service termination for stated reason, the Customer will be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, all of which become immediately due and payable. Suspension or termination of the Service does not affect Customer's obligation to pay any amount owed to AEBC.

No Warranties. THE SERVICES ARE PROVIDED "AS-IS" AND "AS AVAILABLE" BASIS AND AEBC MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND IN CONNECTION WITH THE NETWORK, THE SERVICES (INCLUDING ANY FEATURES) OR THE EQUIPMENT CONTEMPLATED HEREIN, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE. Under no circumstances shall AEBC, its officers, Directors, Employees, affiliates or Agents or any other service provider who furnishes services to customer in connection with this Agreement be liable for any indirect or consequential damages, including, but not limited to, damages resulting from loss of use, lost profits, lost revenue, or damages to third parties. AEBC's liability for any claim arising out of or relating to this Agreement shall be limited to the amount of fees paid by the Customer to AEBC during the period giving rise to the claim. The Customer shall defend, indemnify, and hold harmless AEBC from and against all liabilities, judgments, claims, damages, settlements, expenses and costs (including reasonable attorneys' fees and litigation expenses) arising out of or relating in anyway to the Services provided herein.

Miscellaneous. AEBC reserves the right to revise, amend, or modify the features, functionalities, specifications, prices, and all other aspects of the Service terms by giving 30 days notice. Continued use of the Service following any amendment shall be deemed Customer acceptance of the amended Service terms. Both parties represent and warrant that they have full authority to execute and deliver this Agreement and to perform their obligations under this Agreement, and the person whose signature appears above is duly authorized to enter into this Agreement on behalf of the respective party. Should any terms of this Agreement be declared void or unenforceable by any arbitrator or court of competent jurisdiction, such terms will be amended to achieve as nearly as possible the same economic effect as the original terms and the remainder of the Agreement will remain in full force and effect. No waiver expressed or implied of any breach by a party shall constitute a waiver of any other breach or a continuing waiver.