

Kingston Online Services – Fixed Wireless Broadband Residential and Business Service Agreement

This Service Agreement sets out specific terms and conditions applicable to KOS' Fixed Wireless Broadband service (“**Wireless Broadband**”). This Service Agreement forms part of the Agreement between you and KOS, which also includes: (1) the Service Terms; (2) any other Service Agreements for other KOS Services to which you have subscribed; and (3) any other KOS document describing features, products or services and any other document incorporated by reference.

In the event of an inconsistency between the constituent documents of the Agreement, the inconsistency will be resolved by giving preference first to any Service Agreement(s), then to the Service Terms, then to any other KOS documentation describing features, products or services and finally to any other documents incorporated by reference.

Unless otherwise defined herein, all capitalized terms in the Service Agreement have the meaning assigned to those terms in the Service Terms.

1. How do I accept this Service Agreement?

You acknowledge that you have read, understood and agreed to this Service Agreement by either: (a) placing an order for Wireless Broadband by any means including online, over the phone or in-person; (b) allowing Wireless Broadband to be installed at your premises; or (c) using Wireless Broadband.

If you do not agree to the Service Terms or this Service Agreement, or any other parts of the Agreement, you may not use Wireless Broadband.

2. What is the Order Confirmation Email and how does it fit in to the Agreement?

When you place an order for Wireless Broadband, KOS will send you an email with information and terms and conditions relating to those services (“**Order Confirmation Email**”). The Order Confirmation Email provides a summary description of the services and service features that you have ordered and lists the applicable Fees.

Similarly, if you change your Wireless Broadband subscription or add a service feature, we will send you an Order Confirmation Email confirming the change and applicable terms and changes to Fees going forward.

All Order Confirmation Emails for Wireless Broadband that are in effect (i.e. not terminated or superseded by a subsequent Order Confirmation Email) are incorporated into this Service Agreement by reference.

If you discover an error in the information contained in an Order Confirmation Email, please contact KOS at the coordinates listed in Section 45 of the Service Terms. Otherwise, if you do not agree with the information and / or terms and conditions of an Order Confirmation Email, you may not use Wireless Broadband.

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3. What is Wireless Broadband?

It is a broadband service delivered over the air using spectrum dedicated for that purpose. Wireless Broadband is comprised of Internet connectivity and Equipment.

Wireless Broadband is provided via our network which includes towers and other facilities. Our towers are connected to the rest of our network by terrestrial Internet transit (as opposed to high-latency satellite transit offered by some rural Internet service providers).

4. Are there any eligibility requirements to receive Wireless Broadband?

Yes. Eligibility for Wireless Broadband depends on several factors. When you apply for Wireless Broadband, KOS will qualify the address of your premises for service availability.

In some cases, even if you qualify for service, certain environmental factors can render you ineligible for Wireless Broadband. For example, environmental objects and conditions can sometimes obstruct the line of sight between your premises and our tower(s).

5. What options do I have if environmental factors render me ineligible for Wireless Broadband?

If environmental factors prevent an optimal installation of Wireless Broadband, KOS technicians may assess reasonable alternative installation configurations to establish acceptable signal conditions for the services.

In some cases, alternative configurations may require more extensive construction and installation work. In such cases, KOS technicians will provide you with a description of the work that is required and a quote for additional construction fees. If you accept the quote and we proceed with the additional work, the additional construction fees are non-refundable. Services that require additional construction fees are subject to the general warranties set out in Section 15 of the Service Terms.

6. Where can I find information and pricing for Wireless Broadband?

The Website provides information and pricing for all Wireless Broadband service packages, optional service features and overage fees.

7. How do I select a Wireless Broadband service package and service features?

With reference to the service information and pricing on the Website, you select your service package and service features when placing an order for Wireless Broadband with KOS. Your selections will be reflected in the Order Confirmation Email.

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8. What Equipment is required to use Wireless Broadband?

Wireless Broadband may require Equipment consisting of a dish antenna, power supply, wireless broadband subscriber module, cabling and mounting brackets. Equipment such as the subscriber module must be installed at a sufficient height to provide line of sight or near line of sight connectivity to our tower(s). This means that the subscriber module may have to be installed on your roof or another structure or object located at a sufficient distance above ground to satisfy the location requirement.

9. Is Equipment leased or purchased?

Subject to availability, Equipment may be leased or purchased at prices available on the Website or, if not available on the Website, at prices quoted by KOS on request. When ordering Wireless Broadband, you may indicate your preference to either lease or purchase Equipment. If you do not specify a preference, your order will reflect an Equipment leasing arrangement by default.

All Equipment installed or provided by us remains our property at all times.

From time to time, software updates may be automatically downloaded to, and installed on, the Equipment. These software updates are necessary for the continued and reliable delivery of your Wireless Broadband service. By subscribing to Wireless Broadband, you consent to the download and installation of such updates. If you do not agree to the downloading and installation of these software updates, your only remedy is to cancel Wireless Broadband.

10. How do I return Equipment to KOS if my Services are cancelled?

When your Services are cancelled, the Equipment that you have not purchased must remain accessible to KOS for retrieval.

If KOS isn't able to retrieve your Equipment within thirty (30) days of the date of cancellation due to not having access to the property or the gear is damaged or missing, you will be charged an Equipment replacement fee that is equal to up to the full replacement price of the Equipment minus depreciation, as determined by KOS.

11. What Term applies to Wireless Broadband?

The Website lists the various term lengths (i.e. Fixed Term arrangements) that KOS offers for Wireless Broadband. If KOS offers a Fixed Term arrangement, the Website will also list the related incentives for entering into a Fixed Term arrangement (“**Incentives**”) that are offered for Wireless Broadband.

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12. What happens if a Fixed Term is cancelled early?

This Section overrides the parts of Section 36 of the Service Terms dealing with early cancellation of a service that is subject to a Fixed Term.

If you cancel a Wireless Broadband subscription that is subject to a Fixed Term prior to its expiry, or if KOS cancels for cause your Wireless Broadband subscription that is on a Fixed Term, then you must pay KOS an amount equal to the monetary value of the Incentive that you received for entering into a Fixed Term for Wireless Broadband, prorated based on the number of months remaining in the unexpired portion of the Fixed Term, as of the last monthly invoice. You acknowledge that this charge is a reasonable estimate of KOS' liquidated damages, represent consideration for the Services, and is not a penalty.

13. Can KOS make changes to Wireless Broadband?

Yes. Pursuant to Section 5 of the Service Terms, KOS may at any time make changes to Wireless Broadband, including pricing changes. KOS can make changes to Wireless Broadband whether you have subscribed on a month-to-month or Fixed Term basis.

14. Can I make changes to Wireless Broadband?

Yes. For month-to-month arrangements, you may make changes at any time by contacting KOS at the coordinates listed in Section 45 of the Service Terms.

For Fixed Term arrangements, you may add service features or upgrade your service package. However, you may not move to a lower service package or remove service features that are subject to a Fixed Term. If you wish move to a lower service package or remove a service feature, you must cancel the Fixed Term in accordance with Section 12 of this Service Agreement.