

# Thank you for your interest in our wireless broadband services!

The technology we use is called "Canopy" from Motorola. We have equipment installed on 20+ tower sites around Niagara where we transmit and receive radio signals to our subscribers. The installation at your property will have a radio and antenna unit on the roof or TV tower which points to one of our towers to make the connection. From there a cable brings the connection into the building and connects to a power source and ultimately into a single PC, or router if you have multiple computers.

On the following pages you will find our subscriber agreement. You will need to complete all three pages and in the process choose a rate plan and any desired options. Use the totals from page one to complete **your choice** of the payment option forms, CREDIT CARD or BANK ACCOUNT DEBIT on the last two pages. Fax, mail or deliver **all four pages** to us to get an order under way. We'll acknowledge to you the receipt of your order after it gets here, and contact you when your name comes up in our queue of pending orders.

## Equipment Rental and Subscription:

- One time installation and set-up fee of \$ 99.00 + applicable taxes (\$103.95)
- \$10 per month rental **plus** your choice of an access rate plan + taxes (Equipment value is approximately \$499 installed)
- 24 month subscription agreement which, on conclusion, continues automatically on a month-to-month basis
- Extension of the Motorola 12 month warranty on the equipment for the duration of your subscription  
(which means unless you break it or lightning hits it...we fix it for free!)

Our typical subscriber pays \$63.75 per month (\$49.95+\$10+taxes) on a Residential BASIC rental plan.

## Payment:

We require a completed subscriber agreement and pre-authorized payment approval before an installation will be scheduled. Keep in mind that the payment from your bank account or credit card is not processed until we have verified a connection to the internet. We honestly cannot be 100% sure of getting you connected until our installer arrives on site. There is no risk to you if we don't because:

## **IF WE ARE UNSUCCESSFUL IN GETTING A CONNECTION, THERE IS ABSOLUTELY NO COST TO YOU.**

If it should happen that we cannot get a satisfactory connection from your roof, elevating the antenna with the use of a tower of some type may help. If that were necessary **and you were willing**, here are some sample costs:

- 3 foot lagged Tripod with 5 foot mast (\$95)
- 5 foot lagged Tripod with 5 foot mast (\$120)
- Non-penetrating Flat Roof Kit (\$120)
- 30 foot supported TV tower with 5 foot mast (\$500)
- 40 foot supported TV tower with 5 foot mast (\$600)
- 50 foot supported TV tower with 5 foot mast (\$700)
- 64 foot DMX68 self-support tower with 5 foot mast (\$3,000)

Our installer will discuss these with you **only** if necessary to get a reliable connection. Remember, we only accept your money when we have been successful and demonstrate an internet connection to you.

Should you require additional information or have any questions or comments please email us at [info@talkwireless.com](mailto:info@talkwireless.com), or call our office at:



# 905-680-8255 x303

OR

# 1-888-205-1114 x303 toll free





Return by FAX to the attention of: \_\_\_\_\_  
 905-680-8200



## Rental & Internet Services Agreement

**BILLING INFORMATION:**

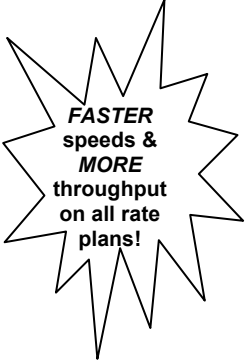
Contact Name \_\_\_\_\_  
 E-Mail \_\_\_\_\_  
 Technical Contact (if different) \_\_\_\_\_  
 E-Mail \_\_\_\_\_  
 Company Name (if applicable) \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 City \_\_\_\_\_ Prov \_\_\_\_\_  
 Postal Code \_\_\_\_\_ Phone \_\_\_\_\_  
 Alternate Phone (work,cell,home) \_\_\_\_\_  
 Fax Number (if applicable) \_\_\_\_\_  
 Is this a rental property (Y/N)? \_\_\_\_\_

**INSTALLATION INFORMATION** (if different from billing info):

Site Contact \_\_\_\_\_  
 E-Mail \_\_\_\_\_  
 Technical Contact (if different) \_\_\_\_\_  
 E-Mail \_\_\_\_\_  
 Company Name (if applicable) \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 City \_\_\_\_\_ Prov \_\_\_\_\_  
 Postal Code \_\_\_\_\_ Phone \_\_\_\_\_  
 Alternate Phone (work,cell,home) \_\_\_\_\_  
 Fax Number (if applicable) \_\_\_\_\_  
 Is this a rental property (Y/N)? \_\_\_\_\_

Live Technical Support 9am to 8pm M-F  
 24/7/365 On Call

INTERNET ACCESS PLANS & OPTIONS	DESCRIPTION & INCLUSIONS	MONTHLY	MONTHLY CHARGES
<b>Residential BASIC</b> Suitable for: > Email access > Surfing the Web > Music downloads > VoIP phones	<b>Up to 5 Mbps*</b> (sustained 2 Mbps aggregate) 30 GB throughput cap (\$1.50 per extra GByte) 1 POP3 email account   Dynamic IP address VoIP support (where available)	<b>\$49.95</b> See rental details below	Write in the amount for your rate plan or option choice
<b>Residential PREMIUM</b> Ideal for above plus: > Streaming video downloads > Multi-Player Online Role Playing Gaming (XBOX Live, PSP Online)	<b>Up to 7 Mbps*</b> (sustained 3 Mbps aggregate) 50 GB throughput cap (\$1.50 per extra GByte) 1 POP3 email account   DMZ IP access Port Forward Capable Linksys 4 port wireless router RENTAL included (\$5 per month value!)	<b>\$69.95</b> See rental details below	
<b>Business BASIC</b> Suitable for: > Email access > Surfing the Web > VPN Access > 10 PC network	<b>Up to 5 Mbps*</b> (sustained 3 Mbps aggregate) 30 GB throughput cap (\$1.50 per extra GByte) 1 POP3 email account   Static IP address VoIP support (where available)	<b>\$89.95</b> See rental details below	
<b>Business PREMIUM</b> Ideal for above plus: > Large file transfers > 10+ PC network	<b>Up to 7 Mbps*</b> (sustained 5 Mbps aggregate) 50 GB throughput cap (\$1.50 per extra GByte) 1 POP3 email account   Static IP address	<b>\$149.95</b> See rental details below	
<b>Business T1</b> Ideal for above plus: > Web or mail server hosting	<b>Up to 7 Mbps*</b> (sustained 1.5 Mbps up & down) No throughput cap   Static IP address	<b>\$295</b> See rental details below	<b>INSTALL CHARGES</b>
<b>RENTAL</b> of Subscriber Equipment Required for access	<b>24 Month Minimum Subscription Term</b> Extension of Motorola warranty to match rental; professional Installation		<b>\$10</b> <b>\$99</b>
<b>RENTAL</b> of Router Required for: > Multiple computer internet access	Linksys 4 Port 802.11g Wireless Configuration Assistance Included in Residential PREMIUM Plan above	<b>\$5</b>	Not applicable
<b>PURCHASE</b> of Wireless Bridge Ideal for: > Extending internet access between buildings on a subscriber property	Includes 2 radios With integrated antennas, routing Installation	<b>\$10</b>	Call for Pricing
POP3 Email Option	Additional Email Accounts (@talkwireless.ca)	<b>\$2 each</b>	Not applicable
<b>PLEASE WRITE IN TOTAL OF SELECTED MONTHLY &amp; ONE-TIME CHARGES</b> → → → → → →			
<small>(before applicable taxes)</small>			
Notes	* "Up to" is defined as the maximum continuous speed achievable for the first few mega-bytes of data downloading. Sustained Speed is defined as the throttled maximum continuous speed achievable for the duration of data downloading. Both are limited by hardware subscriber module capability, network capacity and internet traffic at a moment in time. Aggregate refers to the total of uploading and downloading bandwidth. On our network, most plans have 75% as download. Software which inhibits bursting limits is not permitted for use on our network. We reserve the right to speed restrict Peer-to-Peer (P2P) traffic to minimize the impact on network capacity and performance.		



I hereby agree to the above services as indicated.

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

PLEASE COMPLETE THE PAYMENT OPTIONS FORM USING THE TOTALS FROM YOUR RATE PLAN AND OPTION TOTALS ABOVE. PLEASE NOTE, ONCE CONNECTED WE BILL MONTHLY SERVICE IN ADVANCE.



TERMS AND CONDITIONS OF SERVICE

IMPORTANT INFORMATION!

1. SUBJECT OF AGREEMENT

- 1.1. This Agreement is entered into between Talk Wireless and \_\_\_\_\_, herein after referred to as "TALK WIRELESS" and the "Customer" respectively.
1.2. TALK WIRELESS shall provide to the Customer, Internet Access and associated products and services as listed and accepted on pages one and two of this agreement, herein after referred to as the "Services".

2. EQUIPMENT INSTALLATION NOTES

- 2.1. A connection cannot be 100% guaranteed until the time of installation. Seasonal tree foliage growth can cause signal degradation. Remedial action, such as a tower or tripod, is at the subscriber's expense.
2.2. Installation includes mounting of subscriber radio and antenna to the building, and one wall penetration with ONLY 10 feet of terminated CAT-5 cable inside the building. TECHNICIANS WILL NOT DO ADDITIONAL INTERIOR CABLE ROUTING.
2.3. Additional cost mounting hardware (tripod, mast, tower, etc.) may be required to attain a reliable connection. These options will be made known to the subscriber by the installer for approval. These may be necessary to accommodate future foliage growth as per section 2.1.
2.4. Trenching or routing of overhead cable is available at an EXTRA COST.
2.5. Additional hardware installations or services may not be able to be completed on the first appointment due to time constraints.
2.6. PC's must have a Network Interface Card (NIC) for stand-alone connection to the CAT-5 cable.
2.7. Connectivity is demonstrated at the time of installation on our technician's laptop or PDA ONLY.
2.8. Configuration of routers, firewalls, or PC's is the customer's responsibility utilizing our welcome package, unless otherwise agreed and subscribed above.

SUBSCRIBER ACKNOWLEDGEMENT SIGNATURE

3. USE OF TALK WIRELESS and Wireless NETWORK

- 3.1. Customer shall not, nor permit or assist others, to abuse or fraudulently use TALK WIRELESS' Network and Services.
3.2. Customer's Use of Service must not interfere with the work of other Network Customers.
3.3. Customer's Use of Service must not interfere or disrupt TALK WIRELESS' Network Services.
3.4. Customer's Use of Service must not be in contravention of Canadian or International Laws.
3.5. Customer's Use of Service must not be in contravention of the general etiquette, spirit or intent of the Internet as such is made known to the General Public from time to time.
3.6. TALK WIRELESS reserves the right to view all files and material stored on TALK WIRELESS' servers.
3.7. Customer shall not, nor permit or assist others, to resell or redistribute bandwidth from a connection without the expressed written consent of TALK WIRELESS.

4. CUSTOMER RESPONSIBILITY

- 4.1. The Customer while using the Internet, will respect the privacy of others on the Internet, and will not operate in a manner considered to be obscene and/or obtrusive.
4.2. The Customer shall assume the responsibility for maintaining the confidentiality of access codes or passwords supplied by TALK WIRELESS for use in connection with Services.
4.3. The Customer will be responsible for and pay any cost incurred as a result of damages to any hardware or software provided by TALK WIRELESS.
4.4. The Customer shall not send or cause to be sent Unsolicited Commercial Email (spam) to other Internet users. The Customer agrees to pay TALK WIRELESS \$5.00 per complaint email received (the Spam Penalty) as a result of any spam sent. TALK WIRELESS will not charge the Spam Penalty to customer if customer can provide a record of the email address in question agreeing to accept commercial email from customer.

5. TERM

- 5.1. This Agreement shall be in effect for a period equal to the Rental Option selected or 1 month from the date of acceptance by TALK WIRELESS, whichever is greater.
5.2. This Agreement will be automatically renewed on expiration date for the same Terms and Conditions unless written notification to cancel is received 30 days prior to the next scheduled renewal date. At the conclusion of the term of any Rental Payment Option, the contract will revert to a month-to-month basis at the same rental rate.

6. RATES

- 6.1. Equipment and Installation Costs are payable on or before delivery of the equipment to the customer.
6.2. Rates for the services are as set forth in the Internet Access Plans & Options section of this Agreement and are billed monthly, in advance.
6.3. TALK WIRELESS may, at its discretion, review and adjust the amount of the service fee for the purpose of compensation for inflationary and other devaluation effects. Any increase in fees shall be communicated to Customer at least 30 days prior to the next scheduled renewal date.
6.4. Service fees quoted are exclusive of applicable taxes. All applicable taxes will be charged by TALK WIRELESS.

7. TITLE

- 7.1. Title to goods paid for on a Rental Payment Option is held by Talk Wireless Inc. If default is made in any payments herein, Talk Wireless Inc may retain as liquidated damages and partial payments and may take immediate possession of the goods and shall be free to enter the property where they are located and remove the goods as property of Talk Wireless Inc.

8. TERMINATING ACCOUNT

- 8.1. In the event Customer terminates this Agreement or any of the Services prior to the end of the term or any renewal term, the Customer shall pay to TALK WIRELESS, in a single payment, as liquidated damages, an amount equal to one hundred percent (100%) of the remaining payments outstanding to the end of the term or the renewal term, as the case may be, unless alternative TALK WIRELESS Services of the same or greater monthly rates and comparable term are commenced, in which case such payment shall not apply.
8.2. To cancel, the Customer must, 30 days prior to the renewal date of their Service, notify TALK WIRELESS in writing.
8.3. Cancellation notices received after the 30 days prior to the renewal date will be subject to a minimum charge of one month service.
8.4. TALK WIRELESS reserves the right to cancel a customer's service without prior notice if the Customer breaches this agreement in any way.
8.5. Termination of this Agreement for any reason shall not relieve the customer from any liability, including amounts owing, accrued hereunder prior to the time that such termination becomes effective.
8.6. Upon termination of service, the customer will, within five business days of termination, make arrangements with TALK WIRELESS for the prompt return of all equipment owned by TALK WIRELESS.
8.7. Customer grants TALK WIRELESS the right to remove, at Customer's expense, all TALK WIRELESS-owned equipment not returned within fifteen business days of termination of Service.

I have read and agree to the terms and conditions of service listed on this page (initials) [ ]



**9. PAST DUE ACCOUNTS**

- 9.1. The Customer agrees to pay for the Service at the rates set forth in this Agreement. Accounts are considered to be past due if payment is not received by the 10th day following the date of billing.
- 9.2. A \$25.00 charge will be incurred on all NSF cheques.
- 9.3. A LATE PAYMENT CHARGE OF 2% OR \$10.00 (whichever is greater) WILL BE INCURRED ON ALL INVOICES OUTSTANDING MORE THAN 10 DAYS FROM THE DATE OF THE INVOICE.
- 9.4. ACCOUNTS NOT PAID WITHIN 10 DAYS WILL BE SUBJECT TO DISCONNECTION.
- 9.5. ACCOUNTS NOT PAID WITHIN 30 DAYS WILL BE FORWARDED TO A COLLECTION AGENCY FOR FURTHER ACTION.
- 9.6. Customer authorizes TALK WIRELESS to collect payment for overdue accounts, including late payment charges, automatically from either customer's VISA / MC / AMEX account or by way of collection.
- 9.7. The Customer agrees to be responsible for the payment of any collection costs, reasonable attorney's fees and costs, and other reasonable costs incurred by TALK WIRELESS in connection with the recovery of any amounts due hereunder.

**10. LIABILITY**

- 10.1. TALK WIRELESS' sole obligation under this Agreement is to furnish the services.
- 10.2. Except as otherwise provided herein, TALK WIRELESS makes no representations or warranties of any nature whatsoever, whether expressed or implied, with respect to the services including, without limitation, any representation or warranty with respect to the Network Transmission Capacity of Common Carriers or Customer, or the reliability of the Equipment of Common Carriers or Customer.
- 10.3. The liability of TALK WIRELESS for claims arising from the provision of Services hereunder shall be limited to and Customer's exclusive remedy shall be: (i) the correction of defects of which TALK WIRELESS has received written notice from the customer within thirty (30) days of occurrence; or (ii) where such correction is not practicable, an equitable credit not to exceed the charges invoiced to the customer for that portion of the services which were defective.

**11. LIMITATION ON LIABILITY**

- 11.1. The liability of TALK WIRELESS, and its Suppliers, to Customer, if any, for any cause whatsoever and regardless of the form of action, shall be limited to those actually proven as directly attributable to TALK WIRELESS, subject to the following limitations:
  - 11.1.1. TALK WIRELESS shall not be liable under any circumstances for any lost profits or other indirect, special, consequential or punitive damages
  - 11.1.2. TALK WIRELESS' total cumulative liability in respect of all claims hereunder, for any cause whatsoever and regardless of the form of action, shall not exceed the lesser of \$5,000
  - 11.1.3. Monthly charges paid from the date damages were incurred, not to exceed 12 months
  - 11.1.4. In no event will TALK WIRELESS, or its Subcontractors be liable for any damages if and to the extent caused by Customer's failure to perform its responsibilities
  - 11.1.5. Upon expiration or termination of this Agreement, neither Party may bring an action, regardless of form, arising out of this Agreement more than one (1) year after the cause of action has arisen or the date of discovery of such cause, whichever is later.

**12. INDEMNITIES**

- 12.1. Customer hereby acknowledges that TALK WIRELESS does not own or have any control whatsoever over the content, availability, accuracy, or any other aspect of any information, including, without limitation, all data, files, pictures and all other information or content in any form or of any type, accessible or made available to or by Customer or its End-Users through the use of the Services ("Information").
- 12.2. Customer agrees to indemnify and save TALK WIRELESS and its Suppliers harmless from and against all loss, liability, damages of any type and expenses, including reasonable counsel fees, arising from any and all claims in connection with Customer's or its End-Users' use of the Services, including without limitation all claims for libel, slander, invasion of privacy, infringement of copyright, invasion of private records and all other claims arising from information transmitted or made accessible by or to Customer or its End-Users as well as any and all claims for infringement of Parties arising from the use by Customer of any equipment, software, apparatus and or systems not provided by TALK WIRELESS in connection with Services.

**13. PROPRIETARY RIGHTS**

- 13.1. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall directly, or indirectly, confer any title in TALK WIRELESS property or in any modification thereof, to Customer or anyone operating under Customer.
- 13.2. Customer acknowledges and agrees that it does not acquire any title or property rights in the Services or the Intellectual Property related thereto.

**14. OTHER TERMS AND CONDITIONS**

- 14.1. Customer shall not assign or transfer this Agreement or its obligations hereunder or any part thereof without the prior written consent of TALK WIRELESS.
- 14.2. TALK WIRELESS may assign this Agreement or its obligations hereunder to an Affiliated Company.
- 14.3. TALK WIRELESS will not be responsible for performance of its obligations hereunder where delayed or hindered by embargoes, strikes, casualties, civil unrest or other events beyond TALK WIRELESS' control. Should such events continue for more than sixty (60) days, TALK WIRELESS or the subscriber may terminate this Agreement for the affected Services with no further liability.
- 14.4. This Agreement shall be governed by the Laws of the Province of Ontario and the Laws of Canada applicable therein.
- 14.5. This Agreement may not be modified except by written amendment agreed to and signed by the Parties involved.
- 14.6. This Agreement constitutes the entire Agreement between the Parties and cancels, replaces and supersedes all existing and prior Agreements and understandings, written or oral, between the Parties with respect to Services.
- 14.7. Failure of a Party to insist upon strict adherence to any Term or Condition hereunder on any occasion, or the waiver of a breach of this Agreement in any instance, shall not deprive the Party of the right hereafter to insist on strict adherence to that Term or Condition or any other Term or Condition hereunder or be construed as a waiver of any subsequent breach, whether or not similar.
- 14.8. Should any provision hereunder be determined to be void, invalid, or otherwise unenforceable by any Court of competent jurisdiction, such determination shall not affect the remaining provisions of this Agreement which shall remain in full force and effect.
- 14.9. Customer may not, for commercial purposes, remarket all or any portions of the Services provided under this Agreement, or make all or any portion of the Services available to any Person without the prior written consent of TALK WIRELESS.
- 14.10. Neither Party shall be an Agent of the other for any purpose and shall have no authority to bind the other in any manner.

**END OF TERMS AND CONDITIONS**

I have read and agree to the terms and conditions of service listed on this page and document (signature): \_\_\_\_\_



**CREDIT CARD PAYMENT PROCESSING**

**I hereby authorize Talk Wireless Inc. (represented by PSI Gate / UNPS) to debit my**

**American Express # \_\_\_\_\_  
Expiry Date \_\_\_/\_\_\_**

**Visa Card # \_\_\_\_\_  
Expiry Date \_\_\_/\_\_\_**

**Master Card# \_\_\_\_\_  
Expiry Date \_\_\_/\_\_\_**

**Monthly charges (from page 1) \$ \_\_\_\_\_ (plus taxes)**

**Installation charges (from page 1) \$ \_\_\_\_\_ (plus taxes)**

**as well as throughput overage charges on the 1<sup>st</sup> day of each month until such time that I notify Talk Wireless in writing of any changes (card number, expiry dates) or request for cancellation of the service as indicated in the terms of this agreement.**

\_\_\_\_\_  
**Please print NAME as it appears on the credit card**      **Date**

\_\_\_\_\_  
**Signature – must match name above**      **Phone Number**



## Terms and Conditions

1. I/We hereby authorize the Payee, in accordance with the terms of my/our account agreement with the Processing Institution, to debit or cause to be debited the Account for the purposes indicated in the "Payment Type" section on page 1 of this agreement.
2. Particulars of the Account that the Payee is authorized to debit are indicated in the "Payment Details" section on page 1 of this agreement. A specimen cheque, if available for the Account, has been marked "VOID" and attached to this agreement.
3. I/We undertake to inform the Payee, in writing, of any change in the Account information provided in this agreement prior to the next due date of the PAD.
4. This agreement is continuing but may be cancelled at any time upon notice being provided by me/us, either in writing or orally, with proper authorization to verify my/our identity within the specified number of days before the next PAD is to be issued as noted on Cancel Payment section, Page 1. I/we acknowledge that I/we can obtain a sample cancellation form or further information on my/our right to cancel this agreement from the Processing Institution or by visiting [www.cdnpay.ca](http://www.cdnpay.ca).  
  
I/we acknowledge that if I/we wish to cancel this agreement or if I/we have any questions or need further information with respect to a PAD, I/we can contact the Payee at the telephone number or address set out in this agreement.
5. Revocation of this agreement does not terminate any contract for goods or services that exists between me/us and the Payee. This agreement applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged.
6. I/We acknowledge that provision and delivery of this agreement to the Payee constitutes delivery by me/us to the Processing Institution. Any delivery of this agreement to the Payee constitutes delivery by the Payor.
7. If this agreement is for fixed or variable amount business, personal, or funds transfer PADs recurring at set intervals, unless I/we have waived any and all requirements for pre-notification of debiting in the "Waiver of Pre-Notification" section on page 1 of this agreement, or unless the change in the amount of any such PAD will occur as a result of my/our direct action (such as, but not limited to, telephone instructions or other remote measures), I/we acknowledge that I/we will receive:
  - a) with respect to fixed amount business or personal PADs, written notice from the Payee of the amount to be debited and the due date(s) of debiting, at least 10 calendar days before the due date of the first PAD, and such notice will be received every time there is a change in the amount or the payment date(s); or
  - b) with respect to variable amount business or personal PADs, written notice from the Payee of the amount to be debited and the due date(s) of debiting, at least 10 calendar days before the due date of every PAD; or
  - c) with respect to business, personal, or funds transfer PADs, at least 10 calendar days' written notice from the Payee of any change in the amount of the PAD which results from a change in any applicable tax rate, a top-up, or other adjustment. No pre-notification will be given if the amount of the PAD decreases as a result of a reduction in municipal, provincial, or federal tax.  
Pre-notification may be given in writing or in any form of representing or reproducing words in visible form, which, if I/we have provided an email address to the Payee, includes an electronic document. The amount of pre-notification provided will change when there is a change in the pre-notification requirements contained in the CPA Rules.
8. If this agreement provides for PADs with sporadic frequency, I/we understand that the Payee is required to obtain an authorization from me/us for each and every PAD prior to the PAD being exchanged and cleared. I/we agree that a password or security code or other signature equivalent will be issued and will constitute valid authorization for the Processing Institution to debit the Account.
9. I/We acknowledge that the Processing Institution is not required to verify that a PAD has been issued in accordance with the particulars of this agreement, including, but not limited to, the amount.
10. I/We acknowledge that the Processing Institution is not required to verify that any purpose of payment for which the PAD was issued has been fulfilled by the Payee as a condition to honouring a PAD issued or caused to be issued by the Payee on the Account.
11. I/We acknowledge that, if this agreement is for personal or business PADs or for funds transfer PADs that have recourse through the clearing system, a PAD may be disputed under the following conditions:
  - a) the PAD was not drawn in accordance with this agreement;
  - b) this agreement was revoked; or
  - c) pre-notification was required and was not received.  
I/We further acknowledge that in order to be reimbursed, a declaration to the effect that either a), b), or c) took place must be completed and presented to the branch of the Processing Institution holding the Account on or before the 90th calendar day in the case of a personal PAD or a funds transfer PAD that has recourse through the clearing system or, in the case of a business PAD, on or before the 10th business day, in each case after the date on which the PAD in dispute was posted to the Account.
12. I/We acknowledge that any claim made after the periods set out above must be resolved solely between me/us and the Payee and there is no entitlement to reimbursement from the Processing Institution.
13. I/We acknowledge and agree that if this agreement is for funds transfer PADs and the Payee does not provide recourse through the clearing system, then no recourse will be provided through the clearing system (that is, I/we will not receive automatic reimbursement in the event of a dispute) and I/we must seek reimbursement or recourse from the Payee in the event a PAD is erroneously charged to the Account.
14. Unless this agreement is for a funds transfer PAD that does not have recourse through the clearing system, I/we acknowledge that I/we have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on my/our recourse rights I/we can contact my/our financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).
15. I/We acknowledge that I/we understand that I/we am/are participating in a PAD plan established by the Payee and I/we accept participation in the PAD plan upon the terms and conditions set out herein.
16. I/We consent to the disclosure of any personal information that may be contained in this agreement to the financial institution that holds the account of the Payee to be credited with the PAD to the extent that such disclosure of personal information is directly related to and necessary for the proper application of Rule H1 of the Rules of the Canadian Payments Association.