



**HIGH SPEED INTERNET ORDER FORM**

Box 1480, Edmonton, Alberta, Canada, T5J 2N5  
 For Technical Inquiries, please call (780) 471-7188  
**Fax Order Wired Services to (780) 471-7172**  
 Email: [internetinfo@northlands.com](mailto:internetinfo@northlands.com)

<b>Wired Services (DHCP)</b>	Days/ Quantity	Advance Rate	Amount
Wired High Speed line first day (includes installation)		\$155.00	
Wired High Speed line additional day		\$75.00	
<b>Static line - for advanced applications</b>			
Wired High Speed line first day (includes installation)		\$195.00	
Wired High Speed line additional day		\$95.00	
<b>Accessories</b>			
Network Hub (per show)		\$50.00	
Additional Network Patch Cable (per show)		\$5.00	
Technical Support (per hour)		\$80.00	
		Subtotal A	
Walk-in rate: Requests submitted 14 days or less from installation date required		Add 25%	
		Subtotal	
		GST @ 5%	
GST # R101 577433		Total	

\* Outdoor services - Please call (780) 471-8130 or email [internetinfo@northlands.com](mailto:internetinfo@northlands.com) to obtain a quote.

**REQUEST FOR SERVICES - The Customer requests that Edmonton Northlands ("Northlands") provide the services set out in this Order Form. The Terms and Conditions attached hereto form part of this Order Form.**

**WIRELESS SERVICE** - Available in our AgriCom facility for \$55.00 per day per computer. Click (hyper-link) for more information, or copy and past (link) to new browser window.

**CUSTOMER INFORMATION** - Please provide as much information as possible.

Show or Event Name:	Setup required by date/time:		
Company:	Contact:		
Address:	City:	Province:	
Postal Code:	Phone:	Fax:	
E-mail:	Booth#:	(provide layout if possible)	

**PAYMENT INFORMATION** - All orders must be prepaid, orders cannot be processed unless payment has been received.

Completion of this form with an authorized signature constitutes authorization for payment of services ordered.

Check one:	<input type="radio"/> Visa	<input type="radio"/> Mastercard
Card #:	Expiry:	
Name: (as it appears on card)	Signature:	

**CANCELLATION** - Services cancelled will be charged 25% cancellation fee as set out in the Terms and Conditions. Services ordered, installed but not used, will not be refunded. Northlands will not be liable for disruption of service provided by or caused by any third party.

**NORTHLANDS USE ONLY:**

CSM Name and phone number:

Show Move in date:

Special Instructions/Comments

Acceptance by Northlands per: \_\_\_\_\_

\* Attached terms & conditions – next pages

## TERMS & CONDITIONS

These terms and conditions form part of the High Speed Internet Order Form (the "Order Form") for Internet Service, Equipment Rental and/or Technical Support (the "Services"). The Order Form and these Terms & Conditions are hereinafter referred to as the "Agreement".

### 1. SERVICE REQUEST, CANCELLATION, PAYMENT AND REFUND TERMS

#### **1.01 Service Requests**

1. Complete information must be provided on the Order Form to ensure prompt processing of the order for the Customer's show or event (the "Show"). Incomplete information will delay processing.
2. Advance Rates as published in the Order Form will only be applicable to Order Forms received by NORTHLANDS at least 14 days prior to the agreed move-in date for the Show (the "Move-in Date").
3. The Walk-in rate, as published in the Order Form, will apply to any requests for Services received by NORTHLANDS less than 14 days prior to the Move-in Date including, without limitation, any request for additional Services not included in a previously received Order Form.
4. The Walk-in rate will apply to any special requests or arrangements not listed on the Order Form.
5. Conditions for processing Order Forms:
  - (a) Payment in full for the Services as set out in the Order Form must accompany the Order Form; and
  - (b) For new or additional Services required at the time of your Show, please call the Northlands Technology Services Help Desk 471-7188 or visit the NORTHLANDS Show Office located on the floor of your Show during scheduled move-in times. Walk-in rates shall apply in respect of such Services.
6. Customers must pay any outstanding balances from Customer's prior shows or events before the Services will be provided. **WITHOUT EXCEPTION**, current Show balances and any charges incurred for additional Services must be paid in full prior to the Move-in Date.
7. Rates listed for all connections include bringing the Services ordered to the location or locations requested by the Customer in the most convenient manner, and **DO NOT** include any additional equipment, special wiring, computer hardware/software/setup/configuration or special placement of Services.
8. Northlands reserves the right to refuse installation and Services once a Show move-in has commenced, if:
  - (a) it is unsafe to do so; or

- (b) it causes harm, hardship or inconvenience to other customers of Northlands or material handling companies.

### **1.02 Cancellation**

1. Notification of cancellation must be received a minimum of seven (7) days PRIOR to the scheduled first move-in date of the Show.
2. A charge of 25% of the Advance Rate will be applied to every item that is changed, or cancelled within seven (7) days of the scheduled first move-in date of the Show.
3. There are no refunds for orders cancelled after Show opening or for Services installed and not used during the Show.

### **1.03 Payment**

1. Prices are subject to change without notice.
2. VISA and Master Card credit card transactions are accepted.
3. NORTHLANDS reserves the right to require a deposit for certain Services, **PRIOR** to installation.
4. Refunds for overpayment will be processed by the NORTHLANDS Accounting Department 15-30 days after the Show closing date.
5. Unless otherwise stated or agreed, prices are in Canadian funds.
6. All invoices for any additional charges are due for payment upon receipt. Balances remaining unpaid thirty (30) days after the date of invoice shall bear interest at 1½% per month (18% per annum) calculated from the date of the invoice.

### **1.04 Refunds**

1. All claims or disputes regarding Services must be brought to the attention of NORTHLANDS' Client Events Department prior to the Show closing date and prior to the disconnection of any applicable computer equipment. **WITHOUT EXCEPTIONS**, refunds will not be issued for defective Services not reported as required above.
2. Credit will not be given for Services installed and not used.

## **2. SERVICES AND EQUIPMENT**

### **2.01 Services**

1. Only an authorized NORTHLANDS technician or contractor is permitted to do any wiring in the facility (excluding in-booth cabling). The installation of 3<sup>rd</sup> party transmission lines is prohibited.

2. All devices that are used on the NORTHLANDS' network for Internet Access shall require an IP Address that is assigned by NORTHLANDS' Technology Services Department.
3. It is understood that if, after assignment, NORTHLANDS must change a pre-assigned IP address for any reason, the Customer shall have no claim or recourse for compensation whatsoever against NORTHLANDS. Every reasonable effort will be made to maintain the originally assigned address.
4. Unless specifically requested on the Order Form, NORTHLANDS does not provide technical support for computer hardware or software related issues or for any issues related to the configuration of your computer equipment.
5. Due to the dynamic nature of the Internet, NORTHLANDS cannot guarantee any level of performance or accessibility beyond its gateway.
6. Without limiting the generality of section 2.01(5) above, NORTHLANDS will monitor traffic and bandwidth usage in order to maintain an acceptable level of performance from the Ethernet for all users.

## **2.02 Internet Service Requirements**

1. It is the responsibility of the Customer to provide the following:
  - (a) Computers, workstations, and all other equipment required by it not set out in the Order Form;
  - (b) **For wired connections:** a standard 10/100 baseT Ethernet Network Interface Card (RJ45 Interface); and
  - (c) **For wireless connections:** an 802.11 compliant wireless Ethernet card.

## **2.03 Equipment**

1. The Customer will be fully responsible for the safekeeping of all material and equipment belonging to NORTHLANDS.
2. The Customer shall, within 24 hours from the close of the Show, return any material or equipment belonging to NORTHLANDS to NORTHLANDS' Show Management Personnel. Failure to return the equipment in a timely manner, or at all, will result in late charges and the Customer shall also pay to NORTHLANDS the replacement cost of any equipment not returned. This provision shall survive any termination of this Agreement.
3. Material and equipment furnished by NORTHLANDS for or as a part of the Services shall remain the property of NORTHLANDS.
4. Only NORTHLANDS personnel are authorized to modify system wiring or cabling.

5. Any equipment that is found to be causing disruptions to any part of NORTHLANDS' network infrastructure will be removed and not reinstated until the problem has been rectified to the satisfaction of NORTHLANDS' Technology Services Department.
6. The use of routers, proxy servers, DHCP servers or Wireless Access Points on the Standard High Speed Internet Connection must be pre-authorized in writing by the Northlands' Technology Services Department. Installation of such devices without prior written authorization will result in the immediate termination of Services ordered without refund.

### **3. REGULATIONS AND LIMITS OF LIABILITIES**

#### **3.01 Regulations**

1. Customer shall not and shall not permit any of its users or other third parties to:
  - (a) disclose private communications without permission to parties other than the intended recipient;
  - (b) disclose any confidential information, including without limitation, any passwords or network keys provided by NORTHLANDS for the access of Services;
  - (c) restrict or inhibit any other user from using and enjoying the Internet;
  - (d) post, transmit or allow to be displayed to the public, any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, or profane information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, provincial, state, national or international law, including without limitation, export control laws and regulations;
  - (e) create or distribute any junk e-mail, spam or any duplicative or unsolicited messages, surveys, contests or pyramid schemes;
  - (f) post or transmit any information or software that contains a virus, worm, cancelbot or other harmful or disruptive component;
  - (g) upload, download, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Internet which is protected by copyright or other proprietary right or derivative works with respect thereto, without obtaining permission of the copyright owner or rightholder;
  - (h) access, without authorization, the computer of any other party;
  - (i) abuse or fraudulently use the Internet in any way not specifically prohibited above; or,
  - (j) make any other use of the Services which may cause damage or disruption to NORTHLANDS' network infrastructure, including, without limitation the unreasonable use of network bandwidth.

### **3.02 Contravention of Agreement**

1. In the event that NORTHLANDS determines or suspects that the Customer or its users are in contravention of any term of this Agreement, NORTHLANDS may immediately discontinue the Services without refund or further liability.

### **3.03 Limitation of Liability**

1. Customer understands that Customer and its users may access the Internet through the Services. Customer understands further that neither NORTHLANDS nor its Internet Service Provider operate or control the Internet in any way, and that all merchandise, information and services offered or made available or accessible on the Internet are offered or made available or accessible by third parties.
2. Customer assumes total responsibility and risk for Customer's and its users' use of the Services and the Internet. Neither NORTHLANDS nor its Internet Service Provider make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or non-infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to any merchandise, information or service provided through the Internet, and neither NORTHLANDS nor its Internet Service Provider shall be liable for any cost or damage arising either directly or indirectly from any such transaction. It is solely Customer's and its users' responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise, provided on the Internet generally.
3. Customer understands further that the Internet contains unedited materials some of which are sexually explicit or may be offensive to some people. Customer and its users access such materials at their own risk. NORTHLANDS and its Internet Service Provider have no control over and accept no responsibility whatsoever for such materials.
4. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY NORTHLANDS OR ITS INTERNET SERVICE PROVIDER OR THEIR AFFILIATES OR THEIR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY. NEITHER NORTHLANDS NOR ITS INTERNET SERVICE PROVIDER WARRANTS THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THE INTERNET IS FREE OF VIRUSES, WORMS, TROJAN HORSES, CANCELBOT OR OTHER HARMFUL OR DISRUPTIVE COMPONENTS.
5. Under no circumstances shall NORTHLANDS or its Internet Service Provider or their affiliates or contractors be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from Customer's or its users' use of or inability to use the Services or to access the Internet or any part thereof, or Customer's or

its users' reliance on or use of information, services or merchandise provided on or through the Services or the Internet, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance by NORTHLANDS or its affiliates or contractors.

6. The Customer expressly relieves NORTHLANDS of any liability for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from the provision by NORTHLANDS of any technical support.
7. Without in any manner limiting the express limitations contained in this section 3.03, neither NORTHLANDS nor its Internet Service Provider shall be liable to Customer or its users or any other parties for any:
  - (a) act or omission of a telecommunications carrier whose facilities are used in establishing connections;
  - (b) disclosure of private communications to parties other than the intended recipient, or the disclosure of confidential information;
  - (c) restriction or inhibition imposed by a third party;
  - (d) posting, transmittal or receipt of any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, or profane information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, provincial, state, national or international law, including without limitation, export control laws and regulations;
  - (e) posting or transmittal of any information or software that contains a virus, worm, cancelbot or other harmful component;
  - (f) uploading, downloading, posting, publishing, transmittal, reproducing, or distributing in any way, of information, software or other material obtained through the Internet which is protected by copyright or other proprietary right or derivative works with respect thereto;
  - (g) infringement of patents or other proprietary rights; or
  - (h) abuse or fraudulent use of the Internet in any way not specifically prohibited above.

#### **4. MISCELLANEOUS TERMS**

##### **4.01 Miscellaneous Terms**

1. **Extended Meanings:** Words importing the singular number include the plural and vice versa and words importing gender include all genders.
2. **Governing Law:** This Agreement shall be construed and governed in accordance with the laws of Alberta, Canada and the parties attorn to the exclusive jurisdiction of the

Alberta Courts in connection with any disputes. The venue of any proceedings shall be Edmonton, Alberta.

3. **Severability:** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.