



Unlimited WiFi Internet Service

This form must be delivered in person at the Bare Oaks Office along with the credit card or cheques to be used for monthly payments.

Print Name: _____

I hereby enrol in the Unlimited WiFi Internet Service plan for 12 months. Terms:

- Unlimited data use. The speed will depend on the quality of your WiFi connection.
- Up to 4 devices may be registered. You must provide the MAC address of each device.
- Monthly fee: \$95 + HST = \$107.35 – *The first monthly payment is due immediately.*
- You agree to the conditions of the Internet Access Agreement attached

I authorize Bare Oaks Family Naturist Park (Bare Oaks) to charge \$107.35 to my credit card each month. (Credit cards are charged on the 15th of the month) If my credit card is lost, stolen, terminated, or expires, for any reason, I will promptly notify Bare Oaks and my credit card provider.

Visa

Mastercard

American Express

Credit Card#

Expiration Date

Name as written on the card

Credit Card Mailing Address

Phone Number

Email Address

I am paying Bare Oaks Family Naturist Park (Bare Oaks) with post-dated cheques as indicated below. (All post-dated cheques must be dated for the 15th of the month)

Device Name

MAC address

I understand that I have committed to 12 months of service from the date below and in the event that my credit card is declined or the cheques are returned by the bank, I will be charged a \$40 administration fee.

Signature

Date

Bare Oaks Office: attach photocopy of both sides of the credit card. Do **NOT** process through ARMPIT. Original to accounting. Give a copy to the customer including the conditions on the back.

**Bare Oaks Family Naturist Park
Internet Access Agreement
("Agreement")
Terms and Conditions**

PLEASE CAREFULLY READ AND REVIEW THE TERMS AND CONDITIONS BEFORE USING THE EQUIPMENT OR THE SERVICE.

By using the Service, you ("User") accept all of the terms and conditions below, agree to be bound by this Agreement, and authorize us to provide the Services.

COMPUTER EQUIPMENT

User agrees to purchase network access services ("Services") from us. User represents and agrees that User has equipment that is appropriate for the Services provided.

SERVICES

Services provided by us are for the sole use of the User and not for resale of any kind.

BILLING

User agrees to pay all charges to User's account, including recurring fees, applicable taxes and charges to recover taxes paid, in accordance with billing terms in effect at the time the fee or charge becomes payable. User agrees to pay a \$40 fee for processing unpaid checks or rejected credit cards. Activation and usage fees are non-refundable.

INTENDED USE OF THE SERVICES

User acknowledges and agrees that the Services are for personal use and agrees not to use the Services in a manner prohibited by any federal or provincial law or regulation. Transmission of any material in violation of federal or provincial law or regulation, including, but not limited to any copyrighted material, material protected by a trade secret or material or messages that are unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable in any manner or nature or that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, provincial, federal or international law or regulation, is prohibited.

SYSTEM AND NETWORK SECURITY

Users may not attempt to circumvent user authentication or security of any host, network, or account (also known as "cracking"). This includes, but is not limited to, accessing data not intended for the User, logging into a server or account the User is not expressly authorized to access, or probing the security of other networks. Users may not attempt to interfere with service to any user, host, or network. Users may not use any kind of program/script/command, or send messages of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet.

Users who violate systems or network security may incur criminal or civil liability. We will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

Users understand that there are certain security risks when utilizing wireless networks. We are committed to maintaining a public network for ease of use and make no guarantees or representations regarding the security of our network. We recommend the use of personal firewall software and a VPN client to attach to private networks.

PRIVACY; MONITORING THE SERVICES;

We are under no obligation to monitor the services, but we may do so from time to time and we may disclose information regarding User's use of the Services for any reason and at our sole discretion in order to satisfy applicable laws, regulations, governmental requests, or in order to operate and deliver the Services in an effective manner, or to otherwise protect us and our Users.

SERVICES LIMITATIONS

We may block access to certain websites, servers or services at our sole discretion.

RESTRICTIONS

Users agree not to run any servers in conjunction with the Services, including but not limited to, electronic mail, NAT, DHCP and DNS servers.

DISCLAIMER OF LIABILITY

THE SERVICES PROVIDED BY US ARE PROVIDED "AS IS." WE MAKE NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR ANY WARRANTY REGARDING THE RELIABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE OF ITS SERVICES. USER UNDERSTANDS AND ACKNOWLEDGES THAT WE EXERCISE NO CONTROL OVER THE NATURE, CONTENT OR RELIABILITY OF THE INFORMATION AND/OR DATA PASSING THROUGH OUR NETWORK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US, ITS DEALERS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY AND USER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. WE MAKE NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, REGARDING THE QUALITY, ACCURACY OR VALIDITY OF THE INFORMATION AND/OR DATA RESIDING ON OR PASSING THROUGH ANY NETWORK. USE OF ANY INFORMATION AND/OR DATA OBTAINED FROM OR THROUGH SERVICES PROVIDED BY US WILL BE AT THE USER'S OWN RISK. THE USER ACKNOWLEDGES THAT WE ARE NOT LIABLE FOR ANY ERRORS OR INTERRUPTION IN THE INSTALLATION PROCESS OR IN PROVIDING THE SERVICES, WHETHER WITHIN OR OUTSIDE THE CONTROL OF US. UNDER NO CIRCUMSTANCES SHALL THE USER HOLD US OR ANY OF OUR AGENTS, CONTRACTORS OR REPRESENTATIVES RESPONSIBLE FOR ANY FORM OF DAMAGES OR LOSSES (INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSSES) SUFFERED FROM, BUT NOT LIMITED TO ERRORS, DELAYS, LOSS OF INFORMATION, DELAYS IN THE INSTALLATION OR PROVISIONING PROCESS, OR INTERRUPTIONS IN THE SERVICES CAUSED BY THE USER, US OR A THIRD PARTY'S NEGLIGENCE, FAULT, MISCONDUCT OR FAILURE TO PERFORM. USER UNDERSTANDS THAT TELECOMMUNICATION AND/OR NETWORK ACCESS SERVICES MAY BE TEMPORARILY UNAVAILABLE FOR

SCHEDULED OR UNSCHEDULED MAINTENANCE AND FOR OTHER REASONS WITHIN AND OUTSIDE OF THE DIRECT CONTROL OF US. UNDER NO CIRCUMSTANCES DO ANY SUCH ERRORS, DELAYS, INTERRUPTIONS IN SERVICES OR LOSS OF INFORMATION NULLIFY OR MODIFY THESE TERMS AND CONDITIONS. WE RESERVE THE RIGHT TO REFUSE OR TERMINATE SERVICES TO A USER AT ANY TIME WITHOUT CAUSE. THE INTERNET CONTAINS UNEDITED MATERIALS, WHICH MAY BE ILLEGAL, SEXUALLY EXPLICIT, OR MAY BE OFFENSIVE TO YOU OR OTHERS ACCESSING THE SERVICES. WE HAVE NO CONTROL OVER SUCH MATERIALS AND ACCEPT NO RESPONSIBILITY FOR SUCH MATERIALS.

ENTIRE AGREEMENT

This is the entire agreement and understanding concerning the Services and supersede all prior negotiations, proposed agreements, and all other agreements, whether electronic, written or oral. The Agreement may be modified at any time without prior notice.

ASSIGNMENT AND SUCCESSORS IN INTEREST

All of the Terms and Conditions shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of User. Except as specifically stated herein, neither these Terms and Conditions nor any of the rights, interests or obligations of User or us shall be assigned or delegated without the prior written consent of us. Any unauthorized assignment or delegation shall be null and void. Notwithstanding the foregoing, we may assign or otherwise transfer its rights and obligations to any affiliate (whether by purchase of stock or assets, merger, operation of law, or otherwise) of that portion of its business related to the subject matter hereof.

JURISDICTION

This agreement shall be construed in accordance with the laws of the province of Ontario.

SEVERABILITY

In the event that it is determined by a court of competent jurisdiction as a part of a final non-appealable judgment that any provision of this Agreement (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of the this Agreement will remain in full force and effect.

INDEMNIFICATION

User shall indemnify and hold us harmless against any and all claims, losses, damages and liabilities sustained by the User resulting from, rising out of, or connected with any breach of, or non-fulfillment of any representation, warranty, covenant or agreement made by or other obligation of the User contained in these Terms and Conditions.