

This Service Agreement sets out specific terms and conditions applicable to Sichuun’s Home Internet Service (“**Internet Service**”). This Service Agreement forms part of the Agreement between you and Sichuun, which also includes: (1) the Service Terms; (2) any other Service Agreements for other Sichuun Services to which you have subscribed; and (3) any other Sichuun 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 a Service Agreement, then to the Service Terms, then to any other Sichuun 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: (i) placing an order for Internet Services by any means including over the phone, online or in-person; or (ii) using the Internet Services.

If you do not agree to the Service Terms or this Service Agreement, you may not use the Internet Services.

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

When you place an order for Internet Service, Sichuun 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 Internet Service 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All Order Confirmation Emails for Internet Service that are in effect (i.e. not terminated or superseded by a subsequent Order Confirmation Email) are incorporated into this Service Agreement by reference.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 Sichuun at the coordinates listed in Section 47 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 Internet Service.

3. What is Internet Service?

It is a wireline broadband service delivered over our local fibre optic distribution network. Internet Service is comprised of Internet connectivity and Equipment.

4. Are there any eligibility requirements to receive Internet Service?

Yes. Eligibility for Internet Service depends on several factors. When you apply for Internet Service, Sichuun will qualify the address of your premises for service availability.

5. Where can I find information and pricing for Internet Service?

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

6. How do I select an Internet 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 Internet Service with Sichuun. Your selections will be reflected in the Order Confirmation Email. You can change your service package at any time. If you are upgrading your service package, you will have access to higher speeds and / or an increased data cap immediately. If you downgrade your service package, changes will not take effect until the beginning of the next month.

7. Are Internet Services subject to monthly data caps?

Sichuun offers unlimited service packages as well as service packages that are subject to monthly data limits. If you subscribe to a service package with a data limit, you will not be charged for exceeding the applicable data limit. Rather, the speed of your Internet Services will be throttled until the beginning of the next month. At any time, you can elect to increase your monthly data limit, subject to the pricing listed on the Website. Such changes are effective immediately and will remove speed throttling for as long as you remain under your increased data limit.

8. What Equipment is required to use Internet Service?

Internet Service requires Equipment consisting of an Optical Network Termination (ONT) and a Residential Gateway (“RG”), which serves as a router and WiFi Access Point for your home.

9. Is Equipment leased or purchased?

Equipment must be purchased at prices available on the Website.

With the exception of Equipment that you have purchased in full, all Equipment installed or provided by us remains our property at all times.

10. Is Public WiFi access included in Internet Service?

Yes. As a subscriber to Internet Service, you will also be given access to Sichuun's public WiFi network that is available at locations including public parks, arenas, community centres, recreation centres, the airport and train station, with more to come.

11. What Term applies to Internet Service?

Internet Services are provided on a month-to-month basis.

12. Installation

RGs are pre-configured and ready for use when picked up or delivered. If you choose to install the RG yourself, easy to follow instructions are provided, and support is available from a Sichuun customer service representative.

Alternatively, you may choose to request a white glove installation for an additional charge. A Sichuun technician will come to your premises and install the RG and Internet Service.

As part of the initial network construction, Sichuun installed an ONT in all premises in the region that permitted the work. If your premises was not connected, an additional fee may be required to install the ONT and splice the fibre optic cable.