

**Customer Information**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
Province \_\_\_\_\_ Postal Code \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Work Number \_\_\_\_\_

**Payment Options**

Tuckersmith Communications Account  
 Pre-authorized Payment - cheque attached  
 Visa  Mastercard  
Card Number \_\_\_\_\_

**Internet Profile**

Expiry (MM/YY) \_\_\_\_\_  
Email/Username \_\_\_\_\_ @tcc.on.ca  
(1-15 characters, lower case, no spaces)  
Password \_\_\_\_\_  
Extra Mailbox \_\_\_\_\_  
Password \_\_\_\_\_

**Service Options**

(prices subject to change without notice)

**Bundle & \$AVE! The more you have the more you save!**  
**Receive a \$5.00 credit EVERY month for EACH additional service added!**  
**Have Local Phone? Receive Call Display & Call Waiting FREE with two or more service!**

**Phone Service** Contract Period Local Service = 3 mths  
Long Distance = 30 days

- \$24.95 Residential Local Phone Line
- \$45.70 Business Local Phone Line
- \$0.03 /min Long Distance (Bundled Rate)
- \$0.04/min Long Distance
- \$19.95 - 1000 Long Distance Minutes
- \$34.95 - 2000 Long Distance Minutes
- \$59.95 - 4000 Long Distance Minutes
- \$119.95 - 8000 Long Distance Minutes

Total Phone Service Charges = \_\_\_\_\_

**Internet Service** Contract Period = 3 mths

- \$44.95 - High Speed 10 Mbps
- \$69.95 - High Speed 20 Mbps - *Have another service? Add Call Answer FREE!*
- \$44.95 - High Speed Rural Wireless

Total Internet Service Charges = \_\_\_\_\_

**Security**

- \$24.95 - Security Monitoring

**Cellular** Contract Period = \_\_\_\_\_

- \$\_\_\_\_\_ Monthly Plan
- \$\_\_\_\_\_ Monthly Add-ons

Total Cellular Service Charges = \_\_\_\_\_

**Total Monthly Service Charges =** \_\_\_\_\_

**Total Monthly Service Credits =** \_\_\_\_\_

**Approximate Total Monthly Service Charges**  
(Before Taxes, Usage Based Long Distance or Overage)

\$ \_\_\_\_\_

Some Conditions May Apply.

**Terms & Conditions**

I declare that I am eighteen years of age or over. I agree that once connected, I will abide by all Canadian and International laws pertaining to the Internet and its use. I will educate myself regarding privacy, obscenity, and commercial information. In consideration for the privilege of using Tuckersmith Communications Internet service and in consideration for having access to the information contained on it, I hereby release Tuckersmith Communications Co-operative Limited from any and all claims of any nature arising from the use, or inability to use, the Internet Connection. I will indemnify Tuckersmith Communications from any loss suffered by reason of improper use of the Internet Connection and will compensate anyone harmed by any abusive use of the Internet Connection. I agree to make myself familiar with, and abide by the terms and conditions of service as posted on the Tuckersmith website .  
(www.tcc.on.ca/service\_agree.htm)

The customer represents and warrants that all of the above information is and will be true and correct.

It is acknowledged and agree by and between Tuckersmith Communications Co-operative Limited and the Customer that the terms contained on this page and the terms and conditions contained on the reserve side of this page shall collectively form the agreement between the parties with respect to the subject matter. hereof.

Receipt of Agreement: The Customer by signature hereto does hereby acknowledge receipt of this Agreement.

Customer \_\_\_\_\_ Date \_\_\_\_\_

**Digital TV Service** Contract Period = 6 mths (if only service provided, 3mths if bundled)

- \$29.95 - Basic TV  
(Only available to customers with phone service from TCC).
- \$44.95 - Enhanced Package (Includes 1 HD STB)
- \$99.95 - Monster Package (Includes 1 HD STB)

**Set-top Box Rental**

- \$0.00 - First STB FREE; Quantity = \_\_\_\_\_
- \$5.00 - Amino 110 HD STB; Quantity = \_\_\_\_\_
- \$10.00 - Amino A530 HD DVR; Quantity = \_\_\_\_\_
- \$3.50 - Whole Home DVR Function

Total STB Charges = \_\_\_\_\_

**Theme Package Options** Contract Period = 30 days

- \$8.95 - More Movies
- \$10.95 - Living & Learning
- \$10.95 - Lifestyles & Entertainment
- \$10.95 - Mega Sports
- \$19.95 - The Movie Network
- \$14.95 - Superchannel

**Pick N Pay Channels - \$2.50 ea.** Contract Period = 30 days

- |                         |                             |                               |
|-------------------------|-----------------------------|-------------------------------|
| ___ Animal Planet       | ___ G4 Tech TV              | ___ NBA TV HD                 |
| ___ BBC Canada          | ___ Investigation Discovery | ___ Rad-X HD                  |
| ___ Biography Channel   | ___ Issue TV                | ___ W Movies                  |
| ___ Bold                | ___ Juicebox                | ___ Showcase Action           |
| ___ Book TV             | ___ Leafs TV                | ___ Showcase Diva             |
| ___ Comedy Gold         | ___ Leafs TV HD             | ___ Silverscreen Classics     |
| ___ Dejaview            | ___ Military Channel        | ___ Sundance                  |
| ___ Discovery World HD  | ___ MTV 2                   | ___ Travel Channel            |
| ___ Discovery Science   | ___ Much Vibe               | ___ HIFI HD                   |
| ___ Documentary         | ___ National Geographic     | ___ TSN - HD                  |
| ___ DIY Network         | ___ NHL Network             | ___ Twist                     |
| ___ Eq HD               | ___ Oasis HD                | ___ Wild TV                   |
| ___ ESPN Classic Canada | ___ One                     | ___ WFN                       |
| ___ Fashion Television  | ___ Out TV                  | ___ W Movies                  |
| ___ Fight Network       | ___ Own                     | ___ SATN (\$17.95)            |
| ___ Gol TV              | ___ NBA TV                  | ___ AOV (\$19.95)             |
|                         |                             | ___ Sportsnet World (\$16.95) |

Total Digital TV Charges = \_\_\_\_\_

**Office Use Only**

Account Number = \_\_\_\_\_

Billing Number = \_\_\_\_\_

Rep = \_\_\_\_\_

482, 606 Service Application

482, 606 Service Application

## TCC Terms of Service

This Service Agreement ("Agreement") is between Tuckersmith Communications Co-operative Limited of 40023 Kippen Rd, Kippen ON N0M 2E0 ("TCC") and the customer as defined on the reverse.

Whereas TCC is in the business of providing communication services (the "SERVICES")

And Whereas the CUSTOMER wishes to retain TCC to provide the SERVICES and TCC wishes to provide the CUSTOMER with such services, all on the terms and conditions contained herein.

NOW, therefore, in consideration of the premises, the mutual covenants set forth in this Agreement and of other goods and valuable consideration, the receipt and sufficiency of which are acknowledged by each party, TCC and the CUSTOMER agrees as follows:

1. The CUSTOMER shall receive those services and shall pay TCC those fees specified on the reverse of this form plus any applicable taxes. Such fees shall be paid by the CUSTOMER monthly, in advance.

2. TCC reserves the right to disconnect service if payment is not made when due and to charge an administration fee upon reconnection.

3. Interest will be charged on overdue accounts and / or a collection service fee will be charged.

4. Rates may be adjusted from time to time subject to any requirements of the Canadian Radio - Television and Telecommunications Commission.

5. TCC employees and agents shall be allowed reasonable access to the CUSTOMER's premises to install, maintain or disconnect service or equipment.

6. There are separate fees for each individual digital TV outlet and only one television or FM receiver may be attached to any outlet.

Any unauthorized attachments to TCC's cable or equipment or tampering with TCC's cable or equipment or tampering with TCC's equipment or unauthorized use of TCC's signals constitute a breach of this agreement and theft under the Criminal Code of Canada.

7. MONTHLY RENTALS: All equipment, cables and connections installed or provided by TCC remains the property of TCC. The CUSTOMER agrees to pay to TCC full replacement value of any equipment not returned to TCC upon disconnection, together with any costs incurred by TCC in obtaining or attempted to obtain possession of any such equipment or payment of such amounts.

8. The CUSTOMER agrees to give ten (10) business days notice to disconnect any services or equipment and applicable charges continue until notice is received.

9. To qualify to receive all channels for 30 days the customer must keep the service for a minimum 6 months. If the service is cancelled prior to the customer is subject to pay for the first months service.

10. Upon completion of the contracted amount of time as defined on the reverse, this agreement may be terminated by either TCC or the CUSTOMER upon ten (10) business days written notice.

11. The CUSTOMER shall not part with the possession of the rental equipment nor permit it to be removed from his possession as hereinafter set out. If the CUSTOMER or anyone on his behalf breaches this covenant the taking of the rental equipment shall be deemed a theft of same as defined by the Criminal Code of Canada.

12. Upon default, expiration or earlier termination of this agreement for any of these reasons set out in this agreement, the CUSTOMER shall return the rental equipment to TCC forthwith in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone accepted.

Upon the default, expiration or earlier termination as herein before set out, if the CUSTOMER fails forthwith to return the said rental equipment, TCC shall on 15 days notice be able to take any one or more of the remedies as listed in Paragraph 19 herein. The CUSTOMER is subject to an Early Termination Fee (or ETF) if services are terminated before completing the Committed Service Period. The ETF fees are a genuine pre-estimate of damages TCC will incur due to the early termination of the Services and not a penalty.

13. The CUSTOMER hereby assumes and shall bear the entire risk of loss and damage to the equipment save and except reasonable wear and tear. No damage or loss to the equipment or any part thereof shall impair any obligation of the CUSTOMER under this agreement which shall continue in full force and effect.

14. TCC reserves the right to increase equipment rental fees upon notice to the CUSTOMER.

15. The CUSTOMER agrees that TCC has rented the equipment solely for the purpose and the CUSTOMER shall not use the equipment for any other purposes whatsoever. In the event the CUSTOMER uses the equipment for any purpose other than that specified, TCC at its option may at once terminate this contract and retake the equipment.

16. Any collection and legal costs incurred by TCC regarding breach of any term of this contract shall be the responsibility of the CUSTOMER and shall be due and payable forthwith upon demand.

17. The rental equipment is, and shall at all times be and remain the sole and exclusive personal property of TCC, and the CUSTOMER shall have no right, title or interest therein or thereto except as expressly set forth in this lease.

18. The CUSTOMER shall indemnify TCC and hold TCC harmless from any and all claims, actions, suits, costs, expenses, damages, and liabilities including solicitor's fees arising out of, in connection with, or resuming from the equipment including without limitation the possession, use or return if the said equipment.

19. TCC shall not be liable for any injury or damage whatsoever to property or persons resulting from any use or operation whatsoever of the rental equipment.

20. In the event the CUSTOMER breaches any of the terms or conditions of this agreement, TCC shall have the option without notice to end this agreement and to retake the said rental equipment as herein provided and shall have the further right to exercise any one or more of the following remedies:

a. to declare the entire amount of rent hereunder immediately due and payable to TCC without damage or notice to the CUSTOMER

b. to sue for and recover all rent accrued or thereafter accruing with respect to said equipment;

c. to take possession of the equipment without demand or notice wherever same may be located, without any court order or other process of law, the CUSTOMER hereby waives any and all damages occasioned by such taking possession of equipment and possession may be secured in accordance with the terms of paragraph 11 hereof. Any said taking of possession shall not constitute a termination of the lease unless TCC expressly notified the CUSTOMER in writing.

21. All covenants and undertakings and agreements in this contract shall be construed as joint and several regarding the CUSTOMER(s)

22. Rental payments will commence on the date of installation and shall be due monthly in advance.

23. The CUSTOMER shall pay forthwith to TCC the replacement value (s) as shown below plus applicable PST and GST for any equipment damaged, destroyed or not returned upon termination of this agreement failing which TCC shall have the rights as provided in paragraph 19 herein.

24. CUSTOMER IS RESPONSIBLE FOR THE REPLACEMENT OF EXPIRED BATTERIES.

Value of Equipment = VIP 1200 : \$299.00; VIP 1216 : \$495.00; Modem: \$250.00

IT IS YOUR RESPONSIBILITY TO ARRANGE FOR THE RETURN OF THE RENTAL EQUIPMENT TO OUR OFFICE SHOULD YOU MOVE OR CANCEL THIS AGREEMENT.

NOTE: Equipment should not be placed directly on top of furniture as rubber feet may cause damage to finished surfaces. TCC accepts no responsibility for such damages.