



**storm**  
i n t e r n e t

## STORM INTERNET SERVICE POLICIES

The following are Storm's Terms of Service ("TOS"). Please also see Storm's Acceptable Use Policy.

### TERMS OF SERVICE

#### Storm:

- Storm will deny access to any client who does not provide correct personal information.
- Storm reserves the right to cancel any account for any reason that is in the best interest of Storm and its clients.
- Storm reserves the right to remove any materials that may be considered illegal and/or abusive.
- Storm reserves the right to limit hits to home pages and charges could apply.
- Storm reserves the right to impose system usage changes from time to time.
- Storm reserves the right to make pricing/name changes to its products and services and clients affected by these changes will be notified via email in advance of the change being made.

#### Client:

- The client must be at least 18 (eighteen) years of age and accepts all responsibility for supervising the use of the account by anyone under the age of 18 (eighteen).
- The client agrees not to disclose his/her password.
- The client agrees to educate him/herself in the proper use of the Internet.
- The client agrees not to abuse or fraudulently use the service.
- The client may use his/her account on additional computers and concurrent logons are permitted.
- Storm provides each client with a default Storm email address at the time the account is set-up; it is the client's responsibility to notify Storm, in writing, if an alternate email address is to be used for invoicing/notification purposes.

#### Fees, Charges and Commitments:

- Storm will automatically renew the client's account/services unless written notice is provided.
- Cancellations can be sent via e-mail to [billing@storm.ca](mailto:billing@storm.ca), by fax (613) 567-3227 or by regular mail.

#### NOTES:

*\* A client subscribing to Storm's "Fibre Service" understands and acknowledges their obligation to honour payment on the balance of their Fibre contract term and furthermore understand that their Fibre contract will automatically renew for additional one (1) year term, if notice is not received, in writing, prior to the end of their current Fibre contract term. Please see your Storm commercial sales representative for further details/clarification.*

*\* A client upgrading their service package understands and agrees that their upgrade request will be*

*in effect for a 3-month period from the date the upgrade request is made.*

*\* A client adding additional datacap(s) to their account understand and agree that the addition of datacap(s) will be in effect for 3 months from the date the request to add additional datacap(s) is made.*

*\* Colocation clients will be required to have paid their account in full prior to the removal of server equipment from Storm's data centre.*

*\* Wireless Service Commitments: 1 year service commitment (1 month free service); 2 year service commitment (3 months free service); should the client cancel service within their signed-off commitment, Storm reserves the right to charge the client for the balance of their commitment.*

- A client may upgrade/downgrade their account access for the following month. No changes will be made in the current month.
- There will be a \$25 administration fee for any declined pre-authorized debit payments and a \$25 charge for any returned cheques.
- The client is responsible for any charges incurred through the use of his/her account.
- Terms of payment are net 30 days.
- All overdue accounts will be subject to a penalty of 2% of the outstanding balance.
- Extra usage will be charged the following month and will be invoiced via e-mail.
- Any account in arrears by 60 days will be locked.
- Any account in arrears by 90 days will be suspended and the account will be forwarded to Storm's collection agency.
- Any account that is suspended for any reason will have their e-mail suspended as well until the account status has been resolved.
- Storm will not process any refunds upon termination of any service where the refund is less than \$10.00.
- Storm will no longer mail refund cheques that are less than \$25; refunds can be picked up at Storm's head office located at 1760 Courtwood Crescent, Ottawa, Ontario during regular business hours. Arrangements for pick-up must be made at least 24 hours in advance.
- Credits posted to a terminated account leaving a credit balance require a written request to Storm for a refund to be issued and are only valid within 6 months of the credit date. Refunds will be issued within 30 days of receipt of written request.
- All prices with Storm are listed in Canadian dollars.

#### **Confidentiality of Client Information:**

All client-related information kept on file by Storm is considered confidential and will not be disclosed to any third parties.

#### **Performance and Scope:**

Storm will provide to the client the professional services (the "Services") as described in the General Service Order Form (the "Order Form"). Additional order forms may be added and shall be subject to the same terms and conditions as agreed by Storm and the client.

Storm will provide such resources and utilize such employees and/or third party consultants as deemed necessary in order to perform the services as specified in the order form. The manner and means used by Storm to perform the services desired by the client are at the sole discretion and control of Storm. Storm shall use commercially reasonable efforts to meet the schedules and times of performance for the services as set forth in the order form.

The client agrees to provide Storm with such reasonable information and materials owned or

controlled by the client as Storm reasonably requires in order to carry out the services. As between the parties, the client shall retain all ownership rights in and to the client's information and materials. The client agrees to obtain for Storm the right to use, for the purpose of performing the services, such third party information, materials and technology and the IP Rights therein as Storm reasonably requires in order to perform the services.

The client and Storm agree to co-operate in good faith to achieve completion of the services in a timely and professional manner. The client understands and agrees that Storm's provision of the services may depend on the completion of certain client tasks or adherence to the client's schedules within the client's control; consequently the schedule of completion of the services or any portion thereof may require adjustments or changes in the event such client tasks or schedules change or are modified or are not completed as anticipated. Storm shall bear no liability or otherwise be responsible for delays in the provision of services or any portion thereof occasioned by the client's failure to complete, in a timely fashion, a client task or adhere to a client schedule.

### **Arbitration Clause**

The parties shall attempt in good faith to resolve any dispute. Each party will designate an officer with the responsibility and the authority to resolve the dispute. These officers shall meet within fifteen (15) days after the request to identify the scope of the dispute and the Information needed to discuss and attempt to resolve such dispute. These officers shall then gather relevant Information regarding the dispute and shall meet to discuss the issue and to negotiate in good faith to resolve the Issue. In the event that the parties are unable to resolve the dispute within thirty (30) days after the specific meeting of the designated officers as specified above (or such longer time as the parties may agree), then the dispute shall be resolved by binding arbitration under the terms of this Section. Such arbitration shall be conducted in the Province of Ontario in accordance with the rules then in effect of the Arbitration & Mediation Institute of Ontario by three (3) arbitrators appointed in accordance with such rules. The award rendered by the arbitrations shall be final and binding and the judgment may be entered upon it in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction or other interim or conservatory relief, as necessary, without breach of this arbitration agreement and without any abridgement of the powers of the arbitrators.

### **Disclaimer of Warranties**

Storm warrants that the services provided hereunder will be performed in a professional manner consistent with the quality of Storm's performance of services for similarly situated clients.

In order to receive warranty remedies, deficiencies of service must be reported to Storm, in writing, within 30 (thirty) days of completion of the services. The client's sole remedy shall be to have the deficiencies remedied or to receive a refund of the pro rate amount of the fees allocable to such services, at Storm's option.

### **Term and Termination**

This agreement commences on the date of its execution or adoption by Storm and the client (the "effective date") and, unless terminated earlier pursuant to the terms of this agreement, shall continue in force unless terminated by the parties. This agreement may be terminated by either party upon 30 (thirty) days prior written notice in the event the other party materially breaches or fails to perform any material term hereof and the breaching party fails to cure such breach within 30 (thirty) day period; notwithstanding the foregoing, the cure period for any failure of the client to pay service fees and expenses due hereunder shall be 10 (ten) days from the date of the receipt by the client of any notice of breach relating thereto.

## **Force Majeure**

Storm shall not be responsible for any reasonable delay and/or failure in performance by Storm or any and/or all Storm's obligations under order form caused by any act, omission and/or event beyond Storm's reasonable control.

## **Severability**

Should any provision of this order form be deemed contrary to applicable law and/or unenforceable by any court of competent jurisdiction, such provision shall be considered severed from this order form but all remaining provisions shall continue in full force.

## **SERVICE LEVEL AGREEMENT (SLA)**

This SLA is between Storm and the client. Storm may modify the terms of this SLA and updates will be posted on Storm's website – [www.storm.ca](http://www.storm.ca). Storm guarantees its network will be available with 99% uptime minimum.

## **RESPONSE TIME AND ESCALATION PROCEDURES FOR SERVICE INTERRUPTIONS:**

### **Corporate:**

- Network malfunctions will be reported to Storm's Commercial Client Services within 4 hours.
- If the problem is not resolved within 4 hours, one of Storm's Network Specialists will be notified.
- If the problem has not been resolved within one (1) hour by a Network Specialist, Storm's Support Services Manager will be contacted.
- All Storm equipment relies on the Netsaint™ system to notify technicians of outages.

***Note:** Fibre services will fall under different response times and escalation procedures for service interruptions; please see your Storm Sales Representative for further details.*

### **Residential:**

- Individual residential service issues must be reported by the client by calling Storm's Residential Client Services.
- Storm will make every attempt to debug the problem over the phone when talking to the client during regular Residential Client Services hours.
- If the problem is not resolved over the phone, Storm has up to 2 business days to debug the issue.
- Storm has an additional 2 business days to fix the problem for the client and this will, of course, depend on the client's availability.
- All Storm equipment relies on the Netsaint™ system to notify technicians of network outages.

### **Exceptions:**

- Scheduled maintenance: clients will be notified up to 4 days in advance, minimizing the inconvenience to the client.
- Emergency maintenance: Storm will inform clients as soon as the failure has been identified.
- Force majeure: neither party will be liable for any failure that occurs due to factors that are beyond reasonable control.
- Performance issues caused by factors that are beyond the control of Storm including failures of the Internet.
- Service interruptions caused by the actions of a client or caused by the client's equipment.

- Non-payment of services by the client.

## ACCEPTABLE USE POLICY (AUP)

The following is Storm's AUP. Storm may modify the terms of this AUP and updates will be posted on Storm's website – [www.storm.ca](http://www.storm.ca).

### No Storm client shall:

- Do anything illegal or anything that adversely affects Storm's legal interests. The following list is non-exclusive and should not be considered license to commit other illegal activities not specified below. All illegal activity is prohibited, and Storm will cooperate fully with any law enforcement officials and/or agencies investigating and/or prosecuting such activities:

- \* *Cracking (hacking) – attempts to access accounts or systems other than the user's own accounts or systems or an account or system that the user has been explicitly authorized to access is illegal under federal and provincial law.*

- \* *Child pornography – as defined by Canadian law. This is strictly prohibited and will be dealt with quickly and harshly.*

- \* *Pyramid schemes or fraud – are illegal under a number of Federal, Provincial and local laws.*

- \* *Theft of services – attempts to utilize services that are not contracted for is considered theft and will be dealt with as such.*

- \* *Harassment – use of Storm's network to harass or threaten (in the legal sense of those terms) any other person is prohibited.*

- \* *A guide to legal resources on the Internet is located at <http://www.faqs.org/faqs/law/>. Please consult an attorney if you are unsure of the legal status of your activities.*

- Do anything that threatens the integrity of Storm's network or the utilization thereof by other persons:

- \* *Denial of Service (DOS) attacks – no customer will commit a DOS attack against any Storm customer's host, or any other host on the Internet. Similarly, no Storm customer will willfully or negligently allow incitement of others to attack any host on Storm's network, or any other host on the Internet.*

- \* *RBL – No customer shall do anything that could get any portion of Storm's IP space put on the RBL (Realtime Black List) as maintained by MAPS (<http://www.mail-abuse.com>) or other similar organizations, or perform activities that would cause portions of the Internet to refuse to route traffic to any portion of Storm's IP space.*

- \* *Perform actions that cause unusual load on Storm servers (for example, mail servers, web servers, usenet servers, name servers, etc.), that cause slowness or denial of service to other Storm customers.*

- Do anything that threatens the Internet or any other network:

- \* *No client shall take actions that cause any portion of the Internet, or the Internet as a whole, to become unusable to any other portion of the Internet, or the Internet as a whole.*

- \* *No client shall take actions that degrade the usefulness of the Internet, or any portion of the Internet, either through network degradation, flooding of usenet or email or so on.*

- Spam – no client shall send unsolicited commercial email, unsolicited mass mailings, spam or flood usenet newsgroups, or anything of that sort. If you have questions about what is allowed and what is not, please refer to <http://spam.abuse.net/>, and/or email [support@storm.ca](mailto:support@storm.ca) for clarification:

- \* *No spam may originate from Storm IP space.*

- \* *No spam may advertise sites or services located on Storm IP space (even if the spam originates elsewhere), or IP space which receives IP transit over the Storm IP network.*

- \* *No Storm customer shall use third party mail servers to relay spam. This is considered a DOS attack on the third party and will be treated as such. No customer shall participate in pyramid schemes or email chain letters.*

### **All Storm clients must:**

- Maintain and enforce on their clients a TOS/AUP similar in scope and intent to this document.
- Maintain a policy requiring proper “From” and/or “Reply-To” headers for email and usenet postings.
- Maintain proper security on their mail server, to prevent the mail server from being used as a “spam amplifier” by third parties. Servers must restrict “email relaying”. (Not applicable to customers who do not maintain a mail server.)

Storm reserves the right to terminate or interrupt any account in part or in full without refund for violation of these Terms of Service. In all, but the most extreme or serious cases, good faith attempts will be made to resolve an issue without interruption of service. In cases where service has been terminated or interrupted, a resolution will be handled on an individual case basis, at Storm’s sole discretion.

For further explanation of any portion this document, and the terms set herein, or to determine whether your intended activities are permissible under the terms of this document, please contact us.

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