

Inrico PoC Radio Activation Form

Thank you for purchasing your new Inrico 4G LTE Push-to-talk over Cellular radio (PoC) from Canadian Wireless Supply (CWS). Users of Inrico PoC radios can enjoy instant Push-To-Talk (PTT), group communications no matter where they are with no long distance charges, no roaming charges, and no data overage charges. **IMPORTANT NOTE:** Once you've completed and submitted this form, please allow up to 24 hours for your PoC radio(s) to be activated.

Provide your PoC radio information

	Device IMEI Number (15 digits per device)	Username (NO special characters)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Help

Username setup: Select a unique alphanumeric username for each radio (e.g., Radio1, Bus1, Agent47). This helps identify users when transmitting. *No special characters allowed in the username (e.g. *&\$#!\$ space).*

Finding your IMEI: Your IMEI will be located in the battery component under the battery of your device. If you device has 2 IMEI numbers, select only one.

Select your services & payment plans

All registered devices will be under this same plan.

iConvNet PTT App <input type="radio"/> Month-to-month \$10 per month per device <input type="radio"/> Yearly (get 3 months FREE) \$90 per year per device	iConvNet Dispatch <input type="radio"/> Month-to-month \$10 per month per device <input type="radio"/> Yearly (get 3 months FREE) \$90 per year per device	Cellular Service <input type="radio"/> Month-to-month \$15 per month per device <input type="radio"/> Yearly (get 3 months FREE) \$135 per year per device
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Authorization (please check box)

☐ I have read and understand the [Network Terms and Conditions of Service](#) contained herein and am authorized to sign this Agreement on behalf of the Company or Organization names. I hereby authorize Canadian Wireless Supply Ltd. (CWS) to charge this credit card for the purpose of making payment(s) related to CWS products and services including recurring fees and other charges on my Account at the credit institution indicated by the cardholder:



CUSTOMER

Full Name

Date

Authorized Signature

Billing and Customer Information

MONTH-TO-MONTH PAYMENT SCHEDULE

If "month to month" is selected, payments are processed on the 1st or 15th of every month, covering the following month's service.

CANCELLATION

To avoid being charged for the next month, contact us at least 15 days before your billing date to cancel or deactivate your service.

Company Information

You can skip this Company Information section if your application is for private use.

Is this application for a company use or for private use?

☐ Company

☐ Private user

Legal Company Name, Proprietorship or D/B/A or Personal Name:

Address:

City:

State/Province:

Zip/Postal Code:

Name of Business Owner/Principal Manager

Phone Number of Business Owner/Principal Manager

Accounts Payable Name:

Accounts Payable Daytime Phone:

Accounts Payable Email Address (where payment receipts will be sent):

"CUSTOMER" CREDIT CARD INFORMATION

Card Type (please select one)

☐ VISA

☐ Mastercard

Card Number: _____

Expiry Date (MM/YY): _____

CVC: _____

Card Billing Address: _____

City _____

State/Province: _____ Zip/Postal Code: _____

Authorized Signature _____

Name of Cardholder: _____

Network Terms and Conditions of Service

1. DEFINITIONS

- 1.1. "we", "us", "our", and "CWS" mean Canadian Wireless Supply Ltd. and its affiliates;
- 1.2. "you" and "your" mean a CWS account holder;
- 1.3. "Equipment" or "Device" means any radio, device, accessory or other product approved by CWS that is active on your account with CWS;
- 1.4. "Services" means all services CWS provides to you or agrees to provide to you;
- 1.5. "Agreement" means the Network Services Agreement, a copy of which is accessible at www.cwsupply.ca; and
- 1.6. "Users" means your employees, representatives and other individuals who use any of the Services on our through your account with CWS.

2. POLICIES AND ACCEPTABLE USE

CWS has established policies, rules and limits concerning use of Services, Equipment and any products, applications or software used in conjunction with Services or Equipment. Your use of the Services is subject to these Policies, which are incorporated into these Terms by reference. You must cause your Users to comply with the Terms and all other documents which form part of the Agreement including CWS's policies, practices and procedures (the "Policies"), a copy of which is accessible at www.cwsupply.ca. You and your users expressly agree not to use any of the Equipment or Services in any manner that is illegal, fraudulent, threatening, abusive, defamatory or obscene, or in a way that could damage or adversely affect CWS or any of our networks, property, services, reputation, customers or suppliers.

3. EQUIPMENT

You must purchase, install, maintain and update, at your cost, the Equipment required to access the CWS network and use the Services. CWS does not manufacture its Equipment and therefore shall provide hardware support only according to the manufacturers standard warranty provided (the "Covered Products"), and covers only material defects. Any physical, cosmetic, moisture damage, any damage to the antenna, display or keypad, or any other damage caused by not using or protecting the products as described in the documentation provided with those products is not covered by the manufacturer's warranty. Only CWS certified technicians can assess damage; if the Covered Products are opened by anyone other than CWS's certified technicians, the foregoing manufacturer's warranty will be void. All warranty claims must be made by returning the defective product to CWS within the warranty period. If, at its own discretion, CWS concludes that your product is covered under warranty, CWS will repair or replace the product at CWS's expense. CWS warrants that the Covered Products will operate in accordance with the Services. CWS may update or change the software, firmware, settings, specifications and features of the Equipment from time-to-time, and you hereby authorize CWS to do so. You will not sell, lease, mortgage, transfer, assign or encumber the Equipment without the express consent of CWS. You do not and will not have any proprietary, ownership or any other right to any identification number, phone number, SIM number or other identifier CWS assigns to you or your users or to your Equipment or your account. You and your users must not alter or tamper with any identification, signaling or transmission component or feature of the Equipment used in connection with the Services. You are solely responsible for your account with us and for maintaining the security of all of your and your users' account numbers, names and passwords.

4. NETWORK COVERAGE

CWS does not guarantee uninterrupted wireless radio telecommunication services in any of CWS's markets. Service may be temporarily limited or refused due to radio and cellular network limitations, environmental conditions, force majeure, network interference or any other reason within or outside of CWS's control. Wireless network coverage is not available everywhere and you hereby acknowledge there are gaps in the coverage areas that, along with other factors beyond CWS's control (e.g., network problems, software, structures, weather, geography, topography, etc.), may result in dropped and/or blocked connections, slower call set-up or transmission speeds, or otherwise impact the quality of Service. Emergency services such as 911 are not available on all CWS's networks. Other Services that rely on location information, such as GPS navigation, depend on your Equipment and Service package options. You will be responsible for any and all charges related to roaming outside of the stated coverage areas in materials provided by CWS.

5. CREDIT APPROVAL AND DEPOSITS

All accounts are subject to credit approval. In addition to information supplied by you, you hereby consent to CWS obtaining credit information from trade references and credit reporting agencies and such other sources as CWS deems necessary or appropriate. Based on the credit report and other factors, CWS deems relevant to your creditworthiness, including, without limitation, your payment

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history and/or usage patterns, CWS may, at its sole discretion, at any time, withdraw or change the Agreement, place restrictions or conditions on you and your users' use of Services or assess a security deposit on our Equipment or other form of payment guarantee.

6. TERM AND EARLY TERMINATION

The term of the Agreement is a month-to-month basis. Services are provided based on periods of one month and are prepaid in advance. You may terminate the Agreement at any time by providing written notice of termination to CWS at least 15 days prior to the last day of the month. The Services will be in effect until the last day of the month and you will be responsible for all fees and charges up to and including the last day of the month in which the Services were terminated, including all early termination fees and other fees and charges, as applicable. There is no credit or refund for any unused Services.

7. RATES, CHARGES AND PAYMENT

During the term, you agree to pay the Rates and Charges set out in the Agreement. Unless otherwise specified and agreed and approved in advance, all fees, rates and charges shall be paid for by credit card. You are liable for all charges to your account. If payment of an amount due is not received by us on the required payment date specified herein, it will be subject to a late payment charge of 2% per month, calculated and compounded monthly on the delinquent amount (26.82% per year) from the date of the first billing period on which the delinquent amount appears until the date we receive such amount in full. You agree that we can charge any unpaid and outstanding amounts, including any late payment charges, on your account.

Administrative charges may be levied for administration or account processing activities in connection with your account, including as a result of the following:

- 7.1. collection efforts due to non-payment;
- 7.2. returned or rejected credit card payments;
- 7.3. change of your financial institution or banking arrangements; and/or,
- 7.4. restoring network service if non-payment resulted in suspension.

Any questions or discrepancies regarding charges must be reported to us within thirty (30) days of the date of payment or billing statement. Failure to notify us within this time period will constitute your acceptance of such charges.

8. MONITORING AND DISCLOSURE

CWS has no obligation to monitor any information or content accessible, transmitted or posted through or to the Services. CWS may monitor your use of the Services electronically from time to time and disclose to any third party any information necessary to:

- 8.1. satisfy any legal, regulatory or other government request,
- 8.2. operate or provide the Services, or
- 8.3. protect CWS, our customers and subscribers in accordance with the Policies.

CWS reserves the right to refuse, remove or limit access to, any information or content in whole or in part that violates the Agreement or is otherwise objectionable by CWS in its sole discretion.

9. SUSPENSION AND TERMINATION

CWS may suspend, without notice to you, the Agreement, including any Service provided under the Agreement, or terminate the Agreement at any time if you or any of your users:

- 9.1. fails to pay any amount owing to CWS as and when due;
- 9.2. harasses or threatens any of CWS's officers, employees, contractors or representatives;
- 9.3. provide false, inaccurate or unverifiable information to CWS;
- 9.4. Interferes with any of the Services or CWS's operations or network;
- 9.5. Uses (or is suspected to have used) any Services or Equipment in any manner restricted by or inconsistent with the Agreement (including the Policies or any document which forms part of the total Agreement) or applicable law;
- 9.6. Breaches any term or provision of the agreement (including any document(s) which forms part of the Agreement);

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- 9.7. Becomes insolvent or bankrupt;
- 9.8. Modifies or alters Equipment from its manufacturer specifications; or
- 9.9. uses non-authorized Equipment on any CWS network.

Additionally, CWS may, without notice to you, suspend any Service and/or terminate the Agreement at any time if we believe, in our sole discretion, that terminating the Agreement is necessary to protect the interests of CWS or any of our customers, suppliers, networks or Equipment.

10. NO WARRANTIES

CWS does not guarantee or warrant the performance, availability, coverage, uninterrupted use, security or operation of the Services, the Equipment, or any products, content, applications, services, connections or networks used or provided by us or third parties.

You bear the entire risk as to the use, availability, reliability, timeliness, quality, security and performance of the Services, and, to the maximum extent permitted by applicable law, CWS will not be liable to you or to any third party for:

- 10.1. any direct, indirect, special, consequential, incidental, economic or punitive damages (including loss of profit or revenue, financial loss, loss of business opportunities, loss, destruction or alteration of data, files or software, breach of privacy or security property damage, personal injury, death or any other foreseeable or unforeseeable loss, however caused) resulting or relating directly or indirectly from or relating to the Services, even if we were negligent or were advised of the possibility of such damages;
- 10.2. the denial, restriction, blocking, disruption or inaccessibility or any Services;
- 10.3. any lost, stolen, damaged or expired Equipment;
- 10.4. any acts, errors, omissions or delays in relation to connecting to or from a telecommunications carrier or any limitation connected thereto; or
- 10.5. any claims or damages resulting directly or indirectly from any claim that the use, intended use or combination of the Services or any material transmitted through the Services infringes the intellectual property, industrial, contractual, privacy or other rights or a third party.

These limits are in addition to any other limits on CWS's liability set out elsewhere in the Agreement and apply to any act or omission of CWS, whether or not the act or omission would otherwise be a cause of action in contract, tort or pursuant to any statute or other doctrine of law.

11. INDEMNIFICATION AND LIABILITY

You will indemnify and hold harmless CWS, its officers, directors, employees and representatives from and against any claims, losses, damages, costs and expenses (including, without limitation, reasonable legal fees and other litigation expenses) incurred by CWS relating to your violation, alleged violation or misappropriation of any intellectual property, industrial, contractual, privacy or other rights of a third party or any alleged libel or slander by a third party against you. Notwithstanding anything to the contrary contained herein or in any part of the Agreement, CWS's total liability to you under the Agreement or in connection with the Services and/or Equipment will be limited to the fees you paid to CWS under the Agreement for one (1) month.

12. LAY AND DISPUTE RESOLUTION

The Agreement is governed by and construed in accordance with the laws in effect in the Province of Alberta. All disputes arising out of or in connection with the Agreement will be referred to and exclusively resolved with finality by arbitration administered in accordance with the provisions of the Alberta Arbitration Act by the Alberta courts of law in Grande Prairie, Alberta; provided however, that a party may apply to a court of competent jurisdiction for interim protection or equitable relief such as an interlocutory or interim injunction.

13. NOTICE

Except as otherwise provided for in the Agreement, you will provide CWS notice by either phoning or writing CWS. CWS will provide you notice either in writing with your invoice, by notice in writing to you at your last known billing address or by the last known e-mail address you have provided to CWS.

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To contact CWS:

13.1. In person or by mail:

8701, 112 Street,
Grande Prairie, Alberta,
T8V 6A4 Canada.

13.2. By e-mail:

info@cwsupply.ca

14. SEVERABILITY

The invalidity or unenforceability of any term or provision of the Agreement will not affect any other term or provision of the Agreement; if any term or provision is found to be invalid or unenforceable, the remaining terms and provisions of the Agreement will continue in full force and effect. Further, the parties will negotiate in good faith to substitute into the Agreement, such term and provision that will be as close as possible to the intention of any invalid or unenforceable term or provision.

15. ASSIGNMENT

You may not assign or sub-license the Agreement or any of your rights under the Agreement or the Services without CWS's prior written consent, which may not unreasonably be withheld. The Agreement is assignable by CWS without your consent.