



Kaslo infoNet Society

## RESIDENTIAL TERMS OF SERVICE

The agreement between you (“**Customer**” or “**you**”) and Kaslo infoNet Society (“**Kaslo infoNet**”, “**KiN**”, or “**we**”) includes the following terms of service spelling out your, and our, obligations (“**Terms of Service**”, “**Terms**”, “**Agreement**”).

KiN relies upon your promise that you have reached the legal age of majority in your province of residence and are authorized to enter into this Agreement. If you are a small business, then you and the individual user of the Services are jointly responsible for all obligations in this Agreement, both individually and together. To help you to understand your rights and obligations under this Agreement, these Terms of Service are written in a question and answer format. At the end of these Terms of Service, you’ll find KiN’s contact information.

1. **What is covered by this Agreement?** This agreement is for “KiN Services” or “Services” (as they will be called in these Terms), which include any internet services provided by or through KiN and account administration (for example, account changes and Customer support).
2. **How do I accept this Agreement?** You accept this agreement by (a) signing the signature page of the sign-up form and/or (b) activating or using the services of KiN. If you do not agree to these service terms, you may not use the services.
3. **What if parts of these Terms become unenforceable?** If any part of these Terms becomes unenforceable, the remaining parts will continue to apply to you and KiN. Remember that even if KiN decides not to enforce any part of these Terms for any period of time, that part remains valid and KiN can enforce it in the future.
4. **Are these Terms amendable?** This document is posted on our web site [kin.bc.ca](http://kin.bc.ca), under the heading ‘Terms of Service’. KiN reserves the right to amend any term of this Agreement, at any time, by giving thirty days notice. Such changes will be posted to the website and will be effective as of the posting date. Subscribers will be notified of any substantive changes by email and on their monthly billing.

## COMMUNICATION PREFERENCES

5. **How does KiN market products and services to me?** At KiN, we use a number of ways to keep our customers informed of expansions to our system and other useful information. You can manage your communication preferences as set out below.
  - a) **Electronic communications:** You agree that KiN may send you commercial electronic messages about their products and services. You can either decline such communications or unsubscribe at any time by emailing [billing@kin.bc.ca](mailto:billing@kin.bc.ca). You will continue to receive service-related messages even if you choose not to receive marketing communications.
  - b) **Relevant information:** KiN strives to provide you with information that we believe you will find relevant. You agree that KiN may use certain information about your account (such as equipment type and network usage) to make some of the communications you receive more relevant to you.

For additional information, see KiN's Commitment to Privacy at the end of this Agreement or contact KiN at #1 – 404 Front Street, Kaslo, BC V0G 1M0.

## YOUR SERVICES

6. **What speed can I expect from the Services?** The KiN Services offer a variety of access speeds and Service plans. All Services are subject to the availability of suitable equipment and consequently, all Services are not available at all locations. The Service is expected to deliver the purchased access speeds at the point it is physically delivered to the premises. However, the Services available at a given location vary depending on the access to KiN's existing infrastructure and local conditions. For fixed wireless services, in particular, line of sight must be maintained. This may mean you need to trim trees or other vegetation which your installer will identify as required maintenance items to be arranged by you.
7. **What speed can I expect on my Wi-Fi/Wireless devices?** The speeds you may expect to see on your Wi-Fi devices at home will vary widely due to a large number of factors. Speeds of 5 to 10 Mbps can typically be achieved with little effort. Speeds of 25 to 50 Mbps can typically be achieved within a given portion of your house. For speeds of 70 Mbps or greater, you will likely require quite recent equipment, both client device and Wi-Fi Router/Access Point, along with consideration of where those speeds are expected to be achieved. Any materials or objects between your device and the Wi-Fi Access Point will decrease the expected speeds, most commonly walls, but also pianos, plants or even pets can cause degradation of service.
8. **What is KiN's commitment to providing Service to me?** KiN commits to deliver Internet Service on a Best Effort basis, to the best of our and our bandwidth partner's ability. There is no warranty provided nor any guarantee of service without interruption. Service provided is dependent on multiple providers on whom we rely, and their Service may be interrupted by weather or power outages. As far as possible, we provide a high-reliability service with the ability to operate during power outages, but without any guarantee of speed or priority of upload or download bandwidth.

9. **What about my IP Address?** Residential Internet Subscriptions are provided with Dynamic IP Address routing using Network Address Translation and as such, the provided IP address may change at any time. Static IP Addresses are available as an Add-on feature.
10. **What is the length of my commitment?** Month-to-month. Account changes that happen mid-month will be pro-rated.
11. **What is the difference between a Rate Plan, an Add-on and Pay-Per-Use Services?** KiN provides you with a variety of subscription options when ordering KiN Services. You can subscribe to a pre-defined bundle of Services (your “Rate Plan”), add features (not within the bundle) that interest you (an “Add-on”), and have the additional option of using/purchasing and paying for certain Services/products as-needed (“Pay-per-Use”). The amount you must pay for any use of the Services (your “Charges”) will vary depending on the combination of Services you select. Remember that you are responsible for choosing the combination of Services that is most appropriate to your needs. Charges are applied at the current rates at the time of use, which are available at [kin.bc.ca](http://kin.bc.ca) and are subject to changes.
12. **How does KiN help me to manage my account and Charges?** You can review your account, update account information, add Add-ons to your account, and review your Rate Plan details by contacting the KiN billing office.
13. **What if I move?** Certain Rate Plans are only available in certain locations. If you move to a different location than the one indicated on your account and wish to continue your KiN Services, you may need to change your Rate Plan and additional fees may apply. If you choose to cancel your KiN services, your final Monthly Service fee will be pro-rated and a refund issued, if applicable.
14. **What if I am going away for part of the year?** KiN Internet Services can be seasonally suspended by contacting the office. Monthly Service charges will be pro-rated and there will be a Pay-per-Use fee to have your Service reconnected. Voice over Internet Protocol (VoIP) Telephone Services cannot be seasonally suspended.
15. **Who is responsible for protecting my account and devices?** You are responsible for the protection of your account(s) and password(s) and all use of your account, the KiN Services and your devices by yourself and any other users (authorized or not). You are responsible to back up and safeguard your data, including email messages.
16. **How does KiN help to ensure the responsible use of KiN Services?** KiN works hard to ensure the continuous, efficient operation of the KiN Services and enforces the rules contained in the Responsible Use Policy (see paragraphs 36 through 40 below), with which you must comply. KiN may, but is not required to, monitor (electronically or otherwise) or investigate your use of KiN Services and networks. KiN may disclose any information necessary to satisfy any law, regulation governmental or other lawful requests from any applicable jurisdiction or as necessary to

operate and optimize KiN Services and to protect itself or others and ensure Services are not being used contrary to the Responsible Use Policy.

17. **Am I responsible for the content that I provide in connection with KiN Services?** Yes. It is your responsibility to ensure that you have the right to any content you post, upload, store, transmit or communicate to others using the KiN Services, including data, documents, videos, music, photos, etc. KiN is not liable for the unauthorized use or distribution of this content (including third-party content).
18. **What is KiN's return policy?** If you purchase equipment from KiN which does not meet your needs, you may return the equipment if the equipment: (a) is returned within (15) calendar days of purchase and (b) is in "near new" condition with the original packaging, manuals, and accessories.
19. **Who owns the equipment that is installed in/on my house?** KiN retains ownership of all Customer Premises Equipment (CPE) and the device(s) necessary to power the CPE. Wireless radio equipment is rented from KiN and there is an Add-on Fee added to your Monthly Charges for this rental. Wireless Internet Routers are purchased by you and remain your property.
20. **What if my equipment doesn't work?** You will find troubleshooting information on our website at [kin.bc.ca](http://kin.bc.ca). KiN will make our best effort to replace defective customer premise equipment as soon as possible, Monday to Friday.

## **EQUIPMENT INSTALLATION & SERVICE CALLS**

21. **Does KiN have to come inside my house to install/service my internet connection?** Yes. You authorize KiN and its employees to enter your premises and access your equipment and software for the purpose of installing, maintaining, inspecting, repairing or removing any equipment or software as reasonably required for the provision of your Services. Access to your premises will be at a time that is mutually convenient for you and KiN. In no event will KiN be responsible or liable for any claims, damages, losses or expenses including, without limitation, lost wages or missed work, in the event that an installation appointment for the Services is missed by KiN. Unchaperoned Minors are not permitted to provide KiN employees with access to the premises.
22. **What are the obligations for booking an installation/service call time for myself and KiN?** KiN aims to return all calls for service within 24 hours and, if necessary, book a service appointment as soon as possible. If you have an appointment for an installation/service call with a KiN technician, it is your responsibility to be available at your home for the booked time. KiN may, at its discretion, need to reschedule a service appointment, as system outages take precedence over customer installations. Every effort will be made to contact you through the phone number and email address on record to reschedule your appointment. If you need to reschedule a booked appointment, you must contact the technician before 6:00 p.m. the evening before the

scheduled installation/service appointment or you can be charged a rescheduling fee. Installations and Service Calls are not available on weekends or statutory holidays.

23. **How do I get Service Support?** The KiN Service Technician will provide telephone assistance on a reasonable efforts basis, via the telephone number and during the hours specified on KiN's website. Assistance is limited to your problems using the Services and may exclude problems related to certain equipment and software, as specified by KiN, in its discretion. You acknowledge that Charges may apply to certain support services, as specified by KiN. KiN cannot guarantee the resolution of any particular problem or Services interruption.
24. **What if I have Wireless Service and my radio stops working?** During the installation at your house, KiN installs a radio receiver which receives an internet connection from one of our towers. KiN warrants the radio for any defect and will replace any radio that is no longer functional. KiN will maintain ownership of the radio and assumes responsibility for all future upgrades, repairs and replacement of radios (giving clients a lifetime warranty on the equipment, and protection from hardware obsolescence).
25. **What if I have a very long driveway for a Fibre Installation?** The first fifty meters from the property line closest to the fibre route towards the residence will be at no cost, for a limited time. For fibre lays beyond fifty meters, trenching costs will be charged. Arrangements can be made for you to amortize the additional costs of trenching over a maximum of three years, with a down payment and equal installments added to your monthly Services bill.

## **BILLING AND PAYMENT**

26. **How does KiN bill me for KiN Services?** Your KiN billing will be sent to your email address of record for your account. You are responsible for any technical or other resources (including Adobe Reader software) required to access and print these documents. You are responsible to check your email account every month for your bill. Unless you notify us within 10 days of your service being activated, we will assume you have received your documents. Remember that there is no guarantee that electronic delivery is reliable, private or secure. If your bill is lost or if you do not receive a bill, you are still responsible for making the required payment to KiN.

You will be billed immediately for any installation charges, upon completion of the installation. The Rate Plan for the balance of the first calendar month will be free, and Rate Plan billing will begin on the first day of the following month. You will be billed monthly in advance and will receive your bill in the first five calendar days of the month. Your bill will include Charges for your Rate Plan, your Add-ons and your Pay-Per-Use Services, and any additional Fees or Purchases, plus applicable taxes. Your bill is payable net 30 days.

Payments made at the beginning of any month will not be posted until after the bills have been processed and emailed to customers.

27. **How can I pay for KiN Services?** *PLEASE ENSURE THAT YOUR ACCOUNT NUMBER IS ON ALL FORMS OF PAYMENT.* You can pay your KiN bill through online banking (payee Kaslo infoNet Society) with any Credit Union, Tangerine or the Bank of Montreal. E-transfers may be sent to [billing@kin.bc.ca](mailto:billing@kin.bc.ca) with the security answer in a separate email. You may pay by credit card through the KiN website or by contacting the office. To arrange for Recurring Credit Card payments, contact the office. You can pay by cheque (through the mail or dropped off at the office – there is a mail slot available). You can pay with cash at the office during regular office hours. You may pay in advance, but no discounts are available for prepayment.
28. **Can KiN disconnect my Services for non-payment?** KiN may disconnect any KiN Service if you fail to pay an account that is past due, provided the amount owing exceeds \$300 or has been past due for more than three months. If KiN is about to disconnect your Service, you will be provided with a minimum of 14 calendar days notice prior to disconnection, and that notice will let you know (a) the reason for the disconnection and the amount owing; (b) the scheduled disconnection date; (c) the amount of the reconnection charge; and (d) contact information for a KiN representative who can speak with you about the disconnection. Disconnection will always occur on weekdays between 8 a.m. and 6 p.m.
29. **Are there other circumstances when KiN may suspend or disconnect my Service?** Yes. KiN can, without notice and for cause, suspend, cancel or refuse to provide KiN Services to you. Cause includes: (a) KiN would have to incur unanticipated, unaccounted for, unusual or unreasonable expenses to provide any KiN Service; (b) KiN has a reasonable suspicion that fraudulent activity has occurred or is likely to occur; or (c) you fail to comply with any part of these Terms, including the Responsible Use Policy.
30. **How do I correct a payment error?** To correct any payment made by you through electronic means (such as Internet or telephone banking), you must ask your financial institution to correct the error.
31. **What if I have a concern about a Charge or Fee?** You have to contact us within 90 days of the date the Charges and Fees were incurred, otherwise, we assume you accepted them. Any Charges or Fees you are questioning will not be considered past due unless KiN has conducted an investigation and concluded that the Charges or Fees are correct and there is no basis for the dispute, or reasonably believes you are using the dispute to evade or delay payment. All undisputed portions of the applicable Charges and Fees and applicable taxes must be paid by the required payment date. Any undisputed and unpaid amount will be considered past due. If you are entitled to a credit from Kin, you confirm that you have made no separate claim for a refund for the same amount from a financial institution. KiN will apply any credits due to you from KiN against future Charges and Fees payable.
32. **How will I know if my Rate Plan has changed?** KiN may, at its sole discretion, change or modify the rates you are charged for the Internet Service. KiN will notify you of any changes to your Monthly Rate Charges and Fees, any changes to Add-on fees and any changes to Pay-per-use

fees. You will be notified by email two months before the changes are scheduled to occur and all changes will be posted to the KiN website.

33. **How do I cancel my Services?** We'll be sorry to see you go, but if you need to, you may contact KiN to cancel some or all of your KiN Services. Cancellation is effective the date KiN receives your cancellation notice (or the date you request the cancellation to take effect) ("**Cancellation Date**") and you will be charged and must pay the applicable Charges, Fees and taxes up until the Cancellation Date. If you have a credit owed to you, it will be sent to your mailing address on record. You must contact your financial institution to cancel any pre-authorized debit payments relating to your account.

## YOUR INFORMATION

34. **How can I be sure that KiN has accurate contact information for my account?** Remember that you are responsible for keeping the contact and payment information you provide to KiN for yourself and any authorized users (including name, mailing address, email address, telephone number, and credit card number) up to date. You can contact the office to confirm that the information we have on file is correct. If you move and do not provide a forwarding address, you may forfeit any outstanding credits on your account.
35. **How does KiN protect my personal information?** At KiN, the security and integrity of our customers' personal information are important to us. We take every reasonable measure necessary to protect the privacy of our customers while providing the high-level communication services they expect. KiN's privacy practices are in accordance with all federal and provincial laws and regulations and where applicable with the privacy rules established by the Canadian Radio-television and Telecommunications Commission (CRTC). KiN has in place privacy and security practices to safeguard our customers' personal information. Personal information collected by KiN is information about an identifiable individual that may include such information as your name, e-mail address, mailing address, phone number, financial information, birth date, and any recorded complaints. KiN does not use or disclose personal information for purposes other than those for which it was collected, except with the consent of the individual or as required by law. KiN retains personal information only as long as necessary for the fulfillment of those purposes. KiN tries to ensure that customer information is accurate, complete and up-to-date.

## RESPONSIBLE USE POLICY

36. **What are the Conditions of my using the KiN Network?** Kaslo infoNet (KiN) is a small community-owned and operated Non-Profit Internet Service Provider (ISP). KiN's Internet Service is a shared system, so we need to stress that KiN internet users show respect to the other users in the system by not leaving high-bandwidth programs running when you are not using those programs (e.g.: torrents, Netflix). This will help to ensure that all KiN internet users can

have a fast internet connection. **UNDER NO CIRCUMSTANCES WHATSOEVER ARE YOU PERMITTED TO RESELL, SHARE, OR OTHERWISE DISTRIBUTE THE SERVICES OR ANY PORTION THEREOF TO ANY THIRD PARTY.** For example, you cannot provide Internet access to others through a dial-up connection, provide internet access to others through the use of a router / LAN, host shell accounts over the Internet, provide email or news service, or send a news feed. You may not run a server in connection with the KiN Service nor may you provide network services to others via the KiN Service. Examples of prohibited servers and services include, but are not limited to, mail, http, ftp, irc, dhcp servers, and multi-user interactive forums. The residential KiN Service is designed for personal Internet use. The Tier 3 High-end service may be used for commercial purposes. **YOU MAY NOT DISRUPT THE SERVICE.** The Service also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to crash a host. The transmission or dissemination of any information or software which contains a virus or other harmful feature is also strictly prohibited. You must ensure that your activity while using the Service does not improperly restrict, inhibit or degrade any other customer's use of the Service, nor represent (in the sole judgment of KiN) an unusually large burden on the network itself, such as, but not limited to, peer to peer file sharing programs, serving streaming video, mail, http, ftp, irc, dhcp servers, and multi-user interactive forums. In addition, you must ensure that your activities do not improperly restrict, disrupt, inhibit, degrade or impede KiN's ability to deliver the Service and monitor the Service. **YOU ARE RESPONSIBLE FOR THE SECURITY OF ANY DEVICE YOU CONNECT TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, DATA STORED ON THAT DEVICE.** In particular, KiN recommends against enabling file or printer sharing of any kind. KiN recommends that any files or services you make available for remote access be password protected.

**37. What is considered illegal activity with my KiN connection?**

Use of the Service for any activity that violates Local, Provincial, Federal or International law, order or regulation, is a violation of this Agreement. Prohibited activities include, but are not limited to:

1. Posting, storing, transmitting or disseminating unlawful material, including without limitation, child or other pornography, any content, data or other material which is libelous, obscene, hateful, unlawful, threatening, reaction or ethnically offensive, defamatory or which in any way constitute or encourages conduct that would constitute a criminal offense.
2. Disseminating material which violates copyright or intellectual property rights. The customer assumes all risk regarding whether the material is in the public domain;
3. Pyramid or other illegal soliciting schemes; or
4. Fraudulent activities; including but not limited to: impersonating any person or entity, or forging anyone's digital or manual signature.

**38. How do I protect the security of my KiN connection?** You are responsible for any misuse of the Service that originates from your account, even activities committed by any friend, family, co-worker, employee, guest or anyone with access to the account. You must ensure that others do

not gain unauthorized access to the Service. The Service may not be used to breach the security of another user or to attempt access to anyone's computer, software or data, without the knowledge and consent of that person. The Service may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools is strictly prohibited.

39. **What about inappropriate content?** KiN is not responsible for any content you post, store, transmit, disseminate or access through the use of the Service. Any content questions or complaints you may have regarding the content you access should be addressed to the content provider. You are responsible for the information published to the Web or other Internet services, through your account. KiN reserves the right to refuse to post or to remove any information or materials, in whole or in part, that is, at its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful. KiN has no obligation to monitor transmissions made on the Service. However, KiN has the right to monitor such transmissions and to disclose the same in accordance with KiN's Commitment to Privacy. By using the Service to publish, transmit or distribute content, a user is warranting that the content complies with this Agreement and licenses and authorizes KiN to reproduce, publish, distribute and display such content worldwide.
40. **What happens if there is a violation of these Terms?** KiN does not routinely monitor the activity of accounts for violation of these terms of service. However, in our efforts to promote good citizenship within the Internet community, KiN will respond appropriately if we become aware of inappropriate use of the Service. Although KiN has no obligation to monitor the Service and/or the network, KiN reserves the right to monitor bandwidth, usage, and content from time to time, to identify violations of this Agreement and/or to protect the network and KiN Internet customers. KiN prefers to advise customers of inappropriate behavior and any necessary corrective action. However, if you use the Service in a way that KiN, in its sole discretion, believes violates these Terms, we may take any responsive actions deemed appropriate. Such actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. KiN will not have any liability for any such responsive actions. The above-described actions are not KiN's exclusive remedies and KiN may take any other legal or technical action it deems appropriate. KiN reserves the right to investigate suspected violations of this Terms, including the gathering of information from you or other users involved and the complaining party, if any, and examination of material on KiN's servers and network. During an investigation, KiN may suspend the account or accounts involved and/or remove material which potentially violates this Agreement. You hereby authorize KiN to cooperate with (i) law enforcement authorities in the investigation of suspected criminal violations, and/or (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this Agreement. Such cooperation may include KiN providing the username, IP address, or other identifying information about a subscriber, in

accordance with the guidelines set out in KiN's Commitment to Privacy. Upon termination of your account, KiN is authorized to delete any files, programs, data and email messages associated with such account.

## COMMITMENT TO PRIVACY

Kaslo infoNet Society has long been committed to maintaining the accuracy, confidentiality, security, and privacy of your information. To continue to earn your trust, we want to keep you up-to-date on your rights as our Customer and on how KiN uses and safeguards your personal information.

"Personal Information" is information about you as an identifiable individual that is protected by law. This Privacy Policy explains:

- how and why we collect, use, and sometimes disclose your Personal Information;
- how and when your informed consent will be requested (along with certain exceptions);
- how you can access your Personal Information that we hold; and
- who to contact if you have questions or concerns about your privacy.

## APPLICATION OF THIS POLICY

1. **Which individuals does this Privacy Policy apply to?** Our customers, authorized users of our products and services, and employees of the Society.
2. **What information does this Privacy Policy apply to?** All Personal Information that we collect, use or disclose about our individual customers, authorized users and employees is covered by this Privacy Policy. This may include information such as your name, mailing address, email address, phone number, credit information, and billing or service records. There are some exceptions created by applicable law to what might ordinarily be considered Personal Information.
3. **Is all information that identifies me considered protected Personal Information?** Not necessarily. When certain Personal Information, such as your name, address, telephone number, and e-mail address is listed in a public directory, it is not protected by privacy laws. Your business contact information, such as name, title, business address, telephone number and business e-mail address used in relation to your employment or business is also exempt. Information about you, but which cannot be associated with you as an identifiable individual, is not considered to be Personal Information. For example, information about you that has been de-identified so that it doesn't identify you as an individual is not Personal Information.

## CONSENT AND YOUR PERSONAL INFORMATION

4. **Does KiN need my consent to collect, use or disclose my Personal Information?** It depends on the type of Personal Information and the particular circumstances. When it is reasonable in the circumstances, we will imply consent from your actions. For example, if you give us your address we may use it to send you bills or other important notices related to your products and services on the basis that your consent can be reasonably implied. In other situations, we may

need your express consent before we collect, use or disclose your Personal Information. For example, we would get your express consent before using your Personal Information to perform a credit check. Express consent is when you explicitly consent verbally, or by signing a document, or ticking a box or performing a similar act demonstrating your consent. Sometimes it may be impossible or inappropriate to obtain your consent, and in those cases, we may collect, use or disclose your information without your consent. For example:

- if it is clearly in your interests (such as a medical emergency or threat to your safety);
  - to comply with a warrant or other court order;
  - to collect a debt to KiN;
  - to investigate the breach of an agreement or applicable law; or
  - as otherwise legally required or allowed.
5. **How does KiN obtain my consent?** It depends on the circumstances, including the type of Personal Information collected, used or disclosed. We may imply your consent if it is reasonable in the circumstances. We may ask for your express consent when our collection, use or disclosure of Personal Information is more sensitive or not necessarily expected. Here are examples of implied and express consent: When you sign up as a customer, we rely on implied consent to track your Service usage for the purpose of billing you. However, we would request your express consent before we would use your Personal Information to enable individual location-based marketing for a third-party (unless you have already provided such consent to the third-party).
6. **Does KiN need consent to use de-identified information?** No. We may de-identify your Personal Information so that you cannot be identified as an individual, and use that de-identified information to improve our operations, to provide social benefits and to develop analytic marketing reports for our use.

## **COLLECTION, USE, DISCLOSURE AND YOUR PERSONAL INFORMATION**

7. **When does KiN collect my Personal Information?** It depends on the purpose for collection and the product or services involved. Below are some examples of when we may collect Personal Information:
- when you provide your Personal Information, during the inquiry, activation or purchase process for a product or service;
  - when we provide service to our customers, including technical support or during the warranty, repair claim and service process;
  - automatically, when you use our services or visit our website (such as through the use of cookies or similar technologies), and call the office; or
  - from third-parties, such as credit reporting agencies, or other third parties with whom you have a payment relationship.
8. **How does KiN use my Personal Information?** We use your Personal Information to provide you with our products or services. We may also use your Personal Information to:
- establish and maintain responsible commercial relations with you and to provide ongoing service;
  - try to understand the needs and preferences of our Customers, and determine your eligibility for products and services;
  - recommend products and services to meet your needs;

- develop, enhance, market or provide products and services;
  - manage and develop business operations; or
  - meet our legal and regulatory requirements.
9. **When is my Personal Information disclosed?** We may disclose some of your Personal Information in a variety of circumstances, such as when we have your express or implied consent. We may also disclose your Personal Information:
- to a person acting as your agent (such as a legal representative or authorized user) if we are reasonably satisfied that the person is authorized to receive your Personal Information;
  - to third-party collection agencies for the purpose of collecting amounts owed to us which are past due;
  - to third-parties, such as credit reporting agencies or anyone you have had a payment relationship with, to assess creditworthiness or assist with the collection of amounts owed to us which are past due;
  - to a government institution or another organization if reasonably necessary to establish your identity or to investigate the contravention of a law or an agreement or to prevent fraud;
  - to an appropriate public authority in an emergency situation where there is imminent danger to life or property; or
  - as otherwise allowed or required by law.

Where necessary, we will request your further consent before disclosing your Personal Information for any new purpose(s) beyond those described above.

## **WITHDRAWING YOUR CONSENT**

10. **Can I opt-out of the collection, use or disclosure of my Personal Information by KiN?** Sometimes. You can withdraw your consent, or opt-out, of the collection, use or disclosure of your Personal Information in certain situations. For example, you can opt-out of your Personal Information being used for a variety of marketing communications by us, including addressed marketing mail or commercial electronic messages like emails. But where your Personal Information is reasonably necessary to provide you with the services you requested or the operation of our network, you cannot continue to use the services and opt-out of the collection, use and disclosure of your Personal Information because it is a condition of service. To stop the collection, use, and disclosure of your Personal Information in these circumstances, you must terminate your services.

## **ACCURACY AND SAFEGUARDING YOUR PERSONAL INFORMATION**

11. **How do I learn more about my Personal Information and if it is accurate?** Just ask us by contacting the office of KiN. We will give you the opportunity to review the Personal Information in your file, subject to certain restrictions and exceptions, within a reasonable time after receiving a request in writing from you. Our goal is to keep the Personal Information we

hold about you accurate, up-to-date and complete. If you find an inaccuracy, let us know and we will correct it.

12. **How is my Personal Information protected?** We use appropriate technical and operational safeguards which vary depending on the sensitivity of the Personal Information in question. All of our employees with access to Personal Information are required to respect the confidentiality of Personal Information. Personal Information we disclose to third-parties is governed by this Privacy Policy through comparable protections in our commercial agreements and is also protected by additional safeguards, if required, depending on the sensitivity of the Personal Information involved.
13. **How long is my Personal Information kept?** Only as long as is reasonably necessary or relevant for identified purposes or as required by law. Once Personal Information is no longer reasonably necessary or relevant for the identified purposes or required by law to be retained, your Personal Information is destroyed, erased or de-identified.

## **CHANGES, QUESTIONS AND CONTACT INFORMATION**

14. **Can this Privacy Policy change?** We may change this Privacy Policy over time, in response to changes to applicable laws. We will notify you of changes by: posting the change on our website, including a notice in your bill, sending you an email, or any other reasonable means.
15. **Which laws apply to the collection, use, and disclosure of my Personal Information?** We design our privacy practices to comply with applicable Canadian federal and provincial laws, including the Personal Information Protection and Electronic Documents Act and the Canadian Radio-television and Telecommunications Commission rules regarding confidential information.
16. **Questions or concerns about our privacy practices?** Please contact us at:
  - Kaslo infoNet Society
  - #1 – 404 Front Street
  - Kaslo, BC V0G 1M0
  - 250-353-2305
  - [billing@kin.bc.ca](mailto:billing@kin.bc.ca)

We investigate all complaints concerning compliance with this Privacy Policy. Where justified, we will take appropriate steps to resolve the complaint including, if necessary, changing our policies and practices.

17. **What if I still have concerns after contacting Kaslo infoNet Society?** If we do not resolve your concern to your satisfaction, you can contact:

Office of the Privacy Commissioner of Canada  
30 Victoria Street  
Gatineau, Quebec  
K1A 1H3  
Toll free: 1-800-282-1376

## **CONTACT INFORMATION**

We're here to help. If you have any questions about your KiN Service or these Terms of Service, we'd be happy to help. Contact us by calling 250-353-2305 Monday to Friday from 9 a.m. to 1 p.m., or by emailing [billing@kin.bc.ca](mailto:billing@kin.bc.ca). Our physical address is #1 – 404 Front Street, Kaslo, BC and our mailing address is PO Box 1081, Kaslo, BC V0G 1M0.