



# HN7000S Upgrade Form

Today's Date: \_\_\_\_\_ Reseller Name: \_\_\_\_\_

Account #: \_\_\_\_\_ Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/Prov: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Satellite Currently Pointed to: G11 G3 G4 SM-5 HZ1 AMC-9 IA-8  
 Current Dish Size: .74m .98m 1.2m 1.8m  
 DW6000 SAN \_\_\_\_\_ Site ID \_\_\_\_\_ Serial # \_\_\_\_\_

**Transmitter Style:** Please verify what style (old/new) the transmitter is prior to upgrade. For older style systems, polarization is adjusted by rotating the transmitter. For newer systems, polarization is adjusted by moving the antenna.

**New Equipment (please circle one):** HN7000S HN7700S 2-watt Transmitter

**New Satellite:** G16

**NOTE:** Upgrades will be processed for the satellite you are currently pointed to, unless the service plan requires a re-point.

**New Service Level: Please indicate new service level and contract term\*\*†**

HN7000/HN7700 Service	24 MONTH TERM	36 MONTH TERM	Dish Size
SkySurf	<input type="checkbox"/> \$79.99 per month	<input type="checkbox"/> \$69.99 per month	<input type="checkbox"/> 0.74M <input type="checkbox"/> 0.98M <input type="checkbox"/> 1.2M <input type="checkbox"/> 1.8M
SkySurf Pro	<input type="checkbox"/> \$99.99 per month	<input type="checkbox"/> \$89.99 per month	
SkySurf Pro +	<input type="checkbox"/> \$139.99 per month	<input type="checkbox"/> \$129.99 per month	
SkyBiz 1	<input type="checkbox"/> \$159.99 per month	<input type="checkbox"/> \$149.99 per month	
SkyBiz 2	<input type="checkbox"/> \$259.99 per month	<input type="checkbox"/> \$249.99 per month	

\*New contract effective upon activation of the HN7000S. Current DW6000 contract will be cancelled without penalty. All balances owing for the DW6000 must be paid in full prior to upgrade. System Access Fees and Industry Canada License fee will be billed upon activation of the HN7000S. Subject to Terms & Conditions on page 2 and as outlined at [www.galaxybroadband.ca](http://www.galaxybroadband.ca).

†If antenna is currently pointed to a different satellite a re-point is required. SkyBiz1 and SkyBiz2 service plans require a 2-watt transmitter and minimum .98M antenna.

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

## Terms and Conditions

Thank you for choosing HughesNet by Galaxy Broadband Communications Inc. and provided by Hughes (the "Service").

**Agreement:** This agreement is between you the undersigned subscriber of the Service, and Galaxy Broadband Communications Inc. ("GBC"). By creating an account with and using the Service, you agree to be bound by these Terms and Conditions as well as our Subscriber Agreement, the Fair Access Policy and Acceptable Use Policy on our web site at [http://www.galaxybroadband.ca/Galaxy\\_Broadband\\_services\\_hughesnet\\_FAP.html](http://www.galaxybroadband.ca/Galaxy_Broadband_services_hughesnet_FAP.html) (collectively, the "Agreement"). This Agreement may be changed by GBC at any time without prior notice. GBC reserves the right to change the Service, the monthly fees or administrative charges at any time upon 30 days notice. Any changes to this Agreement will be posted on the GBC website. If you disagree with the changes you accept that your sole and exclusive remedy is to stop using the Service and notify GBC that you are terminating the Agreement. Your continued use of the Service after changes to the Agreement acknowledges your acceptance of the changed Agreement.

**Service:** The Service includes the services specified on your Subscription Application form. GBC cannot guarantee upload or download speeds. The speed will vary depending on location, weather, wiring, internet traffic, content of a particular website, program or application, as well as overall performance and configuration of your computer or local network. Multiple concurrent users may reduce speeds and performance. All Services are subject to the Fair Access Policy.

**Term:** This Agreement is effective as of the date your account is created with GBC and the Service is activated and will continue for the minimum number of months specified on your signed Subscription Application form (the "Term"). Upon expiry of the Term, Service will continue on a month to month basis until terminated in accordance with our Cancellation Policy. You may be given the option to take another Term after the initial Term is completed and the then current Terms and Conditions will apply. If you choose not to take another Term your monthly service will be billed the then current month to month rate.

**Cancellation Policy:** If you would like to cancel before the Term you will be charged an Early Termination Fee. For 24 month terms, the Early Termination Fee is the remainder of the Term (the monthly fee for your selected Service plan times the number of months remaining) or a \$450 Early Termination Fee, whichever is the lesser amount. For 36 month terms, the Early Termination Fee is the remainder of the Term (the monthly fee for your selected Service plan times the number of months remaining) or a \$550 Early Termination Fee, whichever is the lesser amount. Requests for cancellation will not be processed unless the request is received by GBC in writing. If you would like to cancel the Service after the Term you must notify GBC in writing 30 days prior to deactivation.

**Promotional Offers:** If you received a promotional offer, including rebates or free months of service, you must maintain a service subscription for the minimum contract period that is required by GBC to receive the promotional offer. If you cancel service before the minimum contract period has been completed, you are required to pay GBC the value of the Promotional Offer in addition to any applicable cancellation fees outlined in the Cancellation Policy.

**Changes:** Any changes you request to your Service are subject to a \$25.00 processing fee, including satellite changes and service level changes.

**Seasonal Hold:** Requests for seasonal hold must be received by GBC on our website at <http://www.galaxybroadband.ca> and can be requested once per calendar year of your Term with a maximum of 6 months on hold per calendar year. Requests are subject to a \$49.95 reactivation fee. Requests to reactivate service must be submitted on our website <http://www.galaxybroadband.ca>. Accounts on seasonal hold will be billed a standby charge of \$15.00 a month until the service is reactivated. Service will automatically be reactivated and billed the monthly service plan rate six months after the hold is requested. Requests to reactivate service before the maximum six month hold period must be submitted on our website at <http://www.galaxybroadband.ca>. Period of time service is on hold will be added to contract end date to complete the Term. Minimum of two business days required to reactivate service.

**Payment:** You agree to pay GBC the applicable monthly fees for the Service, all applicable taxes and any administrative fees that may be assessed (the "Fees"). The monthly Fees are payable when due. You authorize GBC to charge the Fees to the method of payment selected on your Subscription Application form, either by credit card or by pre-authorized payment. Billing is automatic and will be made each month in advance. You must provide GBC with accurate and complete billing information, as well as the location in which the Service has been installed. If your account is past due it is subject to a late payment fee. Delinquent accounts may be suspended or cancelled at the sole discretion of GBC, however your monthly service charges will continue until your account has been cancelled in writing and all applicable Fees, including Early Termination Fee, will be applied. A suspended account is subject to a \$49.95 processing fee. A minimum period of 1-2 business days required to re-activate suspended accounts. Payments returned from the bank for Pre-authorized payments for insufficient funds are subject to a \$35.00 service charge. Payments returned from the credit card company for insufficient funds are subject to a \$20.00 service charge. If you are purchasing used equipment you are responsible to pay all outstanding balances before the system can be re-activated.

**Installation:** Industry Canada has very strict regulations for installing and pointing a transmitter, therefore only certified installers must install the equipment. You are responsible for all costs due to the inside and outside wiring and mounting of the system. GBC, its agents, employees, representatives, or contractors have no liability for any damage to or loss or destruction of any of your hardware, software, files or data. It is your responsibility to backup all existing files. This document allows access to Galaxy Broadband's range of service plans. To achieve proper connectivity to our network a subscriber must have the required HughesNet equipment and a system professionally installed and meeting minimum system signal levels as determined by Galaxy Broadband. The ability to achieve those levels and the required site service is solely the responsibility of the subscriber and the dealer from which the equipment and installation were purchased.

**Required Equipment:** You certify that the computer you are using meets the minimum requirements, and if not it is your responsibility to upgrade it so it meets the requirements or GBC cannot support the system in any way.

**Warranty:** The Hughes HUGHESNET equipment warranty is equivalent to the term of the initial subscriber contract term (maximum 24 months) and is a part replacement warranty and covers manufacturer defects only. Normal time frame for replacement is 7 days from the time it is resolved defective. This warranty does not cover shipping costs, labour or installation charges that may be required to replace the defective unit.

**Rental Equipment Warranty and Terms of Use:** If you are renting equipment, GBC is renting the Equipment to you as is. You agree to continue to make payments to GBC up to the time of termination of this Agreement, regardless of any claims you assert against the manufacturer or supplier. GBC is not liable to you for any loss, cost, expense or damage of any kind caused directly or indirectly by the Equipment or the use, operation, ownership or maintenance of the Equipment or for any loss of business damages whatsoever or however caused. Notwithstanding the foregoing, we agree to repair or replace, as the case may be, at our expense, any Equipment which malfunctions under conditions of normal use. You agree to return any Rental Equipment to GBC upon termination of the Agreement.

**Equipment, Location, Use and Repair:** You will keep and use the Equipment only at the location shown on the Subscription Application form. You agree that the Equipment cannot be moved without advance written permission from GBC. Other than as provided herein, you are responsible for keeping the Equipment in good repair, condition and working order. Except for normal wear and tear, you are responsible to protect the Equipment from damage or any kind of loss. We are not responsible for any losses or damage caused by the installation or use of the Equipment, or from any other kind of loss whatsoever while you have the Equipment.

**Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the province of Ontario. You irrevocably submit to the jurisdiction of the courts of the province of Ontario, and irrevocably waive any objection at any time to the venue or convenience of forum of any suit, action or proceeding arising out of this Agreement brought in any such court.

**Entire Agreement:** This Agreement together with the Acceptable Use Policy and any applicable Order(s) set forth the entire understanding of the Parties with respect to the subject matter of this Agreement and supersede all prior agreements or understandings pertaining to the subject matter hereof.

**DISCLAIMER OF WARRANTIES, LIABILITY AND RESPONSIBILITY.** YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER WE NOR ANY OF OUR INFORMATION OR CONTENT PROVIDERS, SERVICE PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DO WE OR ANY OF OUR INFORMATION OR CONTENT PROVIDERS, SERVICE PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING ANY MINIMUM UPLOAD OR DOWNLOAD SPEEDS. THE SERVICE IS DISTRIBUTED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, EXCEPT FOR THOSE WARRANTIES, IF ANY, WHICH ARE IMPLIED BY, AND INCAPABLE OF, EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS SUBSCRIBER AGREEMENT. IN PARTICULAR, BECAUSE WE MAY PROVIDE SERVICE SUBSCRIBERS WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE SERVICE, WHICH CONTENT MAY BE ORIGINATED BY INDEPENDENT PUBLISHERS AND/OR PROVIDERS AND WHICH CONTENT IS NOT AUGMENTED BY OURSELVES, WE CANNOT AND DO NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION AS ORIGINATED BY SAID INDEPENDENT PUBLISHERS AND/OR PROVIDERS, AND WE SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY ERRORS, OMISSIONS, OR INACCURACIES RELATING THERETO. IF DEFECTIVE, YOU - NOT OURSELVES, OUR DEALERS, DISTRIBUTORS, AGENTS, EMPLOYEES, OR ANY THIRD-PARTY CONTENT PROVIDER - ASSUME THE CONSEQUENCES RESULTING THEREFROM. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OURSELVES, OUR DEALERS, DISTRIBUTORS, AGENTS, EMPLOYEES, OR ANY THIRD-PARTY CONTENT PROVIDER SHALL CREATE ANY WARRANTY IN OR TO THE GALAXY BROADBAND SERVICE OR THE CONTENT, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS.