

# PRE-AUTHORIZED PAYMENT AUTHORIZATION - TERMS AND CONDITIONS

I(We) acknowledge that this Authorization is provided for the benefit of the Payee and (Processing Institution) and is provided in consideration of (Processing Institution) agreeing to process debits against my account in accordance with the Rules of the Canadian Payments Association.

I(We) warrant and guarantee that all persons whose signatures are required to sign on this account have signed this agreement below.

I(We) hereby authorize Community Networks Inc to draw on account of Payor , for the purpose of payment for Internet services

This authorization may be cancelled at any time upon notice by Payor. I(We) acknowledge that, in order to revoke this authorization, I(We) must provide notice of revocation to Community Networks Inc.

I(We) acknowledge that provision and delivery of this authorization to Community Networks constitutes delivery by Payor to Processing Institution. Any delivery of this authorization to you constitutes delivery by Payor.

The Payor and Community Networks Inc. agree to waive the pre-notification requirement set out in Section 7 of Appendix II of rule H4 of the Canadian Payments Association.

I(We) undertake to inform Community Networks Inc. , in writing, of any change in the account information provided in this authorization prior to the next due date of the PAD.

The account that Community Networks Inc. is authorized to draw upon is indicated in the accompanying authorization. A specimen cheque for this account has been marked "VOID" and attached hereto.

I(We) acknowledge that the Processing Institution is not required to verify that a PAD has been issued in accordance with the particulars of the Payor's Authorization including, but not limited to, the amount.

I(We) acknowledge that the Processing Institution is not required to verify that any purpose of payment for which the PAD was issued has been fulfilled by Community Networks Inc. as a condition to honouring a PAD issued or caused to be issued by Community Networks Inc on Payor's account.

Revocation of this authorization does not terminate any contract for goods or services that exists between Payor and Community Networks Inc. The Payor's Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged.

A PAD may be disputed by a Payor under the following conditions:

- (1) the PAD was not drawn in accordance with the Payor's Authorization; or
- (2) the authorization was revoked; or
- (3) pre-notification was not received.

The Payor, in order to be reimbursed, acknowledges that a declaration to the effect that either (1), (2) or (3) took place, must be completed and presented to the branch of the Processing Institution holding the Payor's account up to and including 90 calendar days in the case of a personal household PAD (or up to and including 10 business days in the case of a business PAD), after the date on which the PAD in dispute was posted to the Payor's account.

The Payor acknowledges that a claim on the basis that the Payor's Authorization was revoked, or any other reason, is a matter to be resolved solely between Community Networks Inc. and the Payor when disputing any PAD after (90 calendar days in the case of a personal/household PAD or 10 business days in the case of a business PAD).

## DEFINITIONS

***Business PAD:*** Means a PAD (Pre-Authorized debit in paper, electronic or other form) drawn on the account of a Payor such as, but not limited to, a corporation, an organization, a trade, an association, a government entity, a profession, a venture or an enterprise, for the payment of goods and services related to commercial activities of the Payor.

***Personal / Household PAD:*** Means a PAD drawn on the account of a Payor for payments such as, but not limited to, charitable donations, RESP and Spousal RRSP contributions, mortgage installments, utility bills, insurance premiums, membership fees, property taxes, credit card billings and payment for other consumer goods and services.