

VELOCITY NETWORKS INC.

Terms and Conditions

Revised: May 20, 2015

1. Velocity Networks Inc. ("Velocity") provides High Speed Internet services ("Services") to its Customers.

2 For the purpose of these Terms and Conditions i) "Customer" means the person named on the Velocity invoice and responsible for paying the charges for the Services provided by Velocity; and ii) "Terms and Conditions" means the Terms and Conditions in effect from time to time and any other document or form that may be designated by Velocity from time to time in accordance herewith as forming part of the Terms and Conditions.

3. By using the Services provided by Velocity, the Customer expressly agrees to be bound by the Terms and Conditions. If the Customer does not agree with the Terms and Conditions, the Customer may exercise the right to terminate the Services according to the termination provision included herein and cease using the Services. The Customer shall be responsible for ensuring that the Services are used in accordance with these Terms and Conditions. Velocity reserves the right at any time to modify these Terms and Conditions and to impose new or additional terms or conditions on the Customer's use of the Services.

4. Velocity shall issue advanced invoices for Services to be provided in the next calendar month. For clarity, upon installation, Velocity shall issue an initial invoice for: (i) any installation costs; (ii) the Services to be provided during the balance of the calendar month in which the installation occurred (pro-rated); AND (iii) the Services to be provided during of the next complete calendar month. Subsequent invoices will be issued on the 1st day of the month, for Services to be provided in the subsequent calendar month) and are due and payable in full by the 25th day of the month or as otherwise indicated by Velocity to the Customer.

5. The Customer agrees to pay the total charges due in accordance with section 4 hereof using any of the following methods: (i) automatically by pre-authorized bank withdrawals or credit card payment; (ii) by online banking; (iii) by mailing a cheque or money order to Velocity; (iv) by credit card, through the call center or Velocity website; or (v) such other method approved by Velocity.

6. Overdue accounts may result in suspension or cancellation of the Services referred to thereon. The Customer shall be required to pay a reconnection charge of \$35.00 upon reactivation of the Services.

7. An administration charge will be levied if the Customer's cheque is returned for insufficient funds or in the case of a refused bank account or credit card pre-authorized debit. Any amount unpaid after the due date shall bear interest at a rate of 2% per month, calculated and compounded monthly (26.82 % per annum). An additional collection charge may be levied if costs are incurred as a result of collection efforts on outstanding amounts.

8. VELOCITY DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE SERVICES NOR DOES IT WARRANT THE SPEED OF THE SERVICES. THE CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE SERVICES MAY BE DISRUPTED IN THE EVENT OF AN ELECTRIC POWER OUTAGE, AN INTERRUPTION OR SUSPENSION OF THE INTERNET SERVICE OF VELOCITY, THE FAILURE OF ANY OF VELOCITY'S EQUIPMENT OR FOR ANY OTHER REASON BEYOND THE CONTROL OF VELOCITY. VELOCITY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE SERVICES PROVIDED TO THE CUSTOMER. WITHOUT LIMITING THE FOREGOING, VELOCITY WILL NOT BE LIABLE FOR ANY INTERRUPTIONS IN SERVICE, LOSS OF DATA, RELIANCE ON INFORMATION OBTAINED THROUGH THE INTERNET,

INTERRUPTIONS IN SERVICE FOR ANY REASON, DELETION OF FILES OR E-MAIL, LOST DATA, UNAUTHORIZED ACCESS TO THE CUSTOMER'S RECORDS OR FILES, ERRORS, DEFECTS, DAMAGES TO COMPUTERS AND STORED INFORMATION DUE TO VIRUSES, DELAYS IN OPERATION OR TRANSMISSIONS OR ANY OTHER DELAY OR FAILURE OF PERFORMANCE. THE CUSTOMER ACKNOWLEDGES THAT VELOCITY, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUPPLIERS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR EXPENSE OF THE CUSTOMER WHATSOEVER ARISING, DIRECTLY OR INDIRECTLY, OUT OF THE INSTALLATION, USE OR OPERATION OF VELOCITY'S EQUIPMENT OR THE USE OF THE SERVICES. IN NO EVENT SHALL VELOCITY HAVE ANY LIABILITY TO THE CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE INSTALLATION, USE OR OPERATION OF VELOCITY'S EQUIPMENT OR THE PROVISION OF SERVICES. IN PARTICULAR, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, VELOCITY SHALL NOT BE LIABLE FOR ANY CLAIM OR LOSS ARISING FROM PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF THE CUSTOMER'S USE OF THE EQUIPMENT OR SERVICES. THIS SECTION WILL SURVIVE TERMINATION OF THE AGREEMENT.

9. Velocity reserves any and all rights, whenever it will observe that the use of Services by the Customer exceeds a reasonable limit, as determined by Velocity in its sole discretion, to temporarily suspend or restrict the Customer's access to those Services, without notice or delay. The Customer will then have the obligation to contact Velocity's customer service, which may at that time require from the Customer, as applicable, a payment to cover the costs incurred by prior excessive consumption of those Services, enabling the Customer to have access again to such Services. For the purposes of these Terms and Conditions, "exceeding a reasonable limit" shall mean any usage that restricts or inhibits other users from using or enjoying the Services in an adequate manner, creates an unusually large burden on the Velocity network, generates levels of traffic impeding other users' ability to transmit or receive information, or that could eventually result in significant amounts to be paid by the Customer related to the use of such Services or related products.

10. The Customer may cancel the Services without penalty at any time during the first sixty (60) days of Service (the "Trial Period"). In the event that the Customer cancels during the Trial Period, Velocity shall refund the installation costs save and except for any Custom Installation Fees (as defined in section 16 below).

11. At any time after the Trial Period, the Customer may cancel the Services upon notice to Velocity. Applicable charges shall continue to apply until Velocity's receipt of the cancellation notice, or any other subsequent date indicated by the Customer in the notice.

12. The Customer may, at any time, suspend the Services for a period of not less than thirty (30) days, upon notice to Velocity. Applicable charges shall continue to apply until the date of suspension, or any other subsequent date indicated by the Customer in the notice. The Customer shall be required to pay a reconnection charge of \$35.00 upon reactivation of the suspended Services.

13. In addition to all other rights given to Velocity under these Terms and Conditions, Velocity may: (a) at any time, upon at least five (5) days' prior notice to the Customer, cancel any Service provided to the

Customer; or (b) at any time and without prior notice to the Customer, disconnect or suspend the Customer's access to the Services (i) if the Customer fails to comply with one or more of the provisions of these Terms and Conditions other than the Customer's payment obligations contained in sections 4 and 5 hereof, in which case section 13(a) shall apply; or (ii) upon the occurrence of any act of bankruptcy on the part of the Customer, or if the Customer becomes insolvent, relies upon any law governing insolvency, bankruptcy or arrangements with creditors or upon the commencement of bankruptcy proceedings against the Customer. **VELOCITY DOES NOT PROVIDE REFUNDS OR CREDITS FOR ANY SERVICES SUSPENDED OR CANCELLED AS A RESULT OF A BREACH BY THE CUSTOMER OF THESE TERMS AND CONDITIONS.**

14. The Customer hereby grants Velocity, its employees, representatives, contractors, subcontractors and agents reasonable access to the Customer's premises or service address at reasonable hours to install, inspect, service, maintain, restore, remove or disconnect Velocity's Services or equipment. Charges may apply if a service call is required to restore any of the Services of a Customer and it is determined that the problem does not originate from Velocity's network or equipment. Charges may also apply if the Customer solicits Velocity's technical assistance by telephone.

15. If the Customer does not own the premises where the Services are provided, the Customer represents and warrants to Velocity that the Customer has the consent of the owner of the premises or otherwise has the authority to allow Velocity to access the premises and to install, inspect, service, maintain, remove or disconnect Velocity's Services.

16. Velocity requires that a 50% deposit be paid prior to installation of any system that is outside the scope of a "Basic" installation package, as identified by Velocity to the Customer at the time of installation (a "Custom Installation"). The balance of any installation costs shall be payable upon completion of the installation in accordance with section 4. Notwithstanding anything else contained herein, any amounts payable in respect of a Custom Installation (the "Custom Installation Fees") shall be non-refundable.

17. The Customer agrees that the equipment installed or provided by Velocity shall remain the property of Velocity, except for equipment purchased and paid for by the Customer, which equipment is neither returnable to nor refundable by Velocity. The Customer will protect Velocity's equipment from defacing, tampering or damage, and will not permit anyone other than a representative of Velocity to perform any work, repairs, modifications on such equipment, unless otherwise expressly allowed by Velocity. Velocity's equipment shall remain where the Services were initially installed as long as the Customer continues to be subscribed to those Services. The Customer acknowledges and accepts full responsibility for all equipment installed by Velocity at the service address and use thereof and agrees to reimburse Velocity for the full cost of the repair or replacement of any lost, stolen, unreturned, damaged, mortgaged, sold, transferred, leased, encumbered or assigned equipment. Velocity may, at its option, repossess its equipment the upon termination of a Service and may charge the Customer any costs incurred in connection therewith, or, in the event that the Customer prevents Velocity from repossessing such equipment, Velocity may charge the Customer the full replacement cost of the unreturned Velocity equipment.

18. Any IP address assigned by Velocity is the property of Velocity at all times and Velocity can change such IP address at any time at the discretion of Velocity without prior notice. Velocity assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to any change in IP Addressing.

19. The Customer shall not broadcast, resell or redistribute the Services to any other party with Velocity's prior written consent. A violation of this term will result in the immediate termination of the Services. It is acknowledged by the Customer that there are provisions in the Criminal Code of Canada which refer specifically to telecommunication services" or "computer services", which include the Services provided by Velocity,

and that any unauthorized connection to Velocity's Services or equipment, interfering or tampering with Velocity's Services or equipment or unauthorized use of Velocity's Services or equipment without the payment of the prescribed fees is prohibited and may constitute theft under the Criminal Code of Canada. The Customer must immediately inform Velocity, either in writing, by contacting Velocity's customer service at 403 537 2560 or at info@velocitynetworks.ca if the Customer becomes aware, at any time, that any of the Services is either stolen or being used unlawfully.

20. Velocity may, in its sole discretion, change, modify, add or remove any provision of these Terms and Conditions at any time. Such changes may also include, without limitation, modifications, additions to or removals from the Services, their features and charges, or the terms and conditions upon which Velocity distributes and the Customer receives the Services. Velocity will provide notice to the Customer at least 30 days but not more than 90 days before the effective date of change, modification, addition or removal, using any means allowing the Customer to become aware thereof and namely, via e-mail or mail. Following receipt of such notice, and, if such change, addition or removal has the effect of increasing the Customer's obligations or reducing Velocity's obligations, the Customer may agree to accept any such change, modification, addition or removal by continuing to use the affected Service. If the Customer does not agree to any such change, modification, addition or removal proposed in the notice, the Customer may, without cost, penalty or cancellation indemnity and before the effective date of the change, notify Velocity that the Customer is terminating the Services in accordance with section 10 or section 11 of these Terms and Conditions and/or the provisions of the notice and cease using the Service in question thereafter. If the Customer does not give any such notice to Velocity by the effective date, then the proposed changes to these Terms and Conditions will become effective on the effective date.

21. The Customer shall be liable for any damages, claims, losses, actions, suits, proceedings or causes of action whatsoever, including legal fees and expenses (a "Claim") arising out of (i) the Customer's breach of any provision of these Terms and Conditions or any applicable law; (ii) the Customer's use of the Services; or (iii) the posting or transmission of any information or other materials through the Services. The Customer shall be liable for and indemnify and hold harmless Velocity, its affiliates and their respective officers, directors, employees, agents and suppliers against all Claims. The Customer agrees to promptly notify Velocity after becoming aware of any unauthorized use of the Services or its account and shall take such reasonable measures as are necessary to prevent any reoccurrence of such event. Velocity reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any matter otherwise subject to such indemnification. The Customer shall co-operate as fully as reasonably possible in the defense of any Claim assumed by Velocity in such a case.

22. The Customer agrees not to use the Services in a manner that is contrary to applicable laws or regulations. Any breach of applicable laws or regulations may result in the immediate termination, disconnection or suspension of the Services. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property rights used without proper authorization, as well as material that is or may be considered as obscene, defamatory or constitutes a threat. Velocity does not assume any responsibility for material available, transmitted, stored or otherwise accessible through the Services. Velocity does not authorize the use of its Services in any way that is contrary to law.

23. The Customer is fully responsible for any misuse of the Services even if the inappropriate activity was committed by another individual such as a friend, family member, guest or employee with access to the Customer's account. It is the Customer's responsibility to ensure that no one gains unauthorized access to the Services. The Customer is solely responsible for the security of any device they choose to connect to the Velocity network, including any data stored on that device. The Services may not

be used to breach the security of another user or to attempt to gain access to any other person's computer, software or data, without the knowledge and written consent of such person and may not be used in any attempt to circumvent the user authentication or security of any host, network or account.

24. There may be content on the Internet or otherwise available through the Services which may be offensive to some individuals, or which may not be in compliance with all applicable laws and regulations. Velocity does not assume any responsibility for the content contained on the Internet or otherwise available through the Services. The Customer must assume the risk of accessing content through the Services, and Velocity shall not have any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content

25. The Customer is solely responsible for any information that the Customer publishes on the web or other Internet services. The Customer must ensure that any content that may be disseminated is appropriate for its intended recipient. Velocity reserves the right, without however having the obligation to do so, to refuse to post or to remove any information or materials, in whole or in part, that is unlawful, offensive, obscene, defamatory, or that may be considered as such, or otherwise causes unnecessary stress on the Velocity network, its services and its resources, or other users.

26. The Services may not be used to indiscriminately send unsolicited, unwanted, irrelevant, or inappropriate messages, especially commercial advertising in mass quantity (SPAM). By using Velocity's servers, the Customer consents to anti-spam and anti-virus filtering by Velocity.

27. Velocity is not responsible for the forwarding of E-mails sent to any account that has been discontinued, suspended or terminated. Such E-mails will be returned to sender, ignored, deleted, or stored temporarily at Velocity's sole discretion.

28. Velocity collects personal information on its Customers, which it uses for the following purposes: (a) to communicate with its Customers; (b) to develop and maintain its relationships with its Customers; (c) to provide its Services or to receive services it requires in order to deliver the Services; (d) to ensure that all actions required for the purposes mentioned above are taken; (e) to understand and assess the interests, wants and needs of Customers with a view to improving current Services, or to offer new Services; (f) to manage its business; (g) to ensure the efficiency, reliability and security of its systems and network; and (h) to fulfill its obligations under the law. Unless a Customer provides express consent or unless disclosure is otherwise required or allowed by law, Velocity will not disclose personal information regarding a Customer to anyone other than: (i) the Customer; (ii) a person who, in the reasonable judgement of Velocity, is seeking the information as an agent of the Customer; or (iii) an agent retained by Velocity in the collection of the Customer's account, provided the information is required for and is to be used only for that purpose. Express consent to disclosure may be deemed to be given by a Customer where the Customer provides: (I) written consent; (II) electronic confirmation via the Internet; (III) oral consent, where an audio recording of the consent is retained by Velocity; or (IV) consent through other methods, as long as an objective documented record of Customer consent is created. By receiving Services, the Customer hereby expressly consents to Velocity requiring, obtaining from and providing to third parties, personal information on the Customer or on the Customer's account, for the sole purposes set out above. In addition, and whenever applicable, the Customer hereby consents that Velocity obtains and uses credit history information and personal information therein contained and provides same to credit reporting or collection agencies, if applicable.

29. The failure of Velocity to enforce any provision of these Terms and Conditions, for whatever reason, shall not be construed as a waiver of any right to do so at any time. The Customer agrees that if any portion of these Terms and Conditions is held invalid or unenforceable, the remaining portions will remain in full force and effect.

30. The Customer shall not assign these Terms and Conditions, the rights or obligations herein contained, nor the equipment belonging to Velocity, as applicable, without first having obtained the prior written consent of Velocity. In the absence of any such consent, any assignment shall be deemed null and void. Velocity shall be entitled to assign its rights or obligations in these Terms and Conditions, or part thereof, without the prior consent of the Customer.

31. These Terms and Conditions shall be governed by, and construed in accordance with, the laws applicable in the Province of Alberta.

32. These Terms and Conditions shall be binding upon the Customer and its heirs, personal representatives, successors and permitted assigns, as applicable.

33. **DISPUTE RESOLUTION.** In the event of a concern, complaint or grievance in respect of the Services or any other matter pertaining to Velocity, the Customer agrees to abide by the following dispute resolution procedure: (a) the Customer shall convey its concern to Velocity either by email or telephone in an attempt to reach an amicable resolution; (b) in the event that the Customer does not obtain a satisfactory resolution via telephone or email, the Client shall submit to Velocity a formal written complaint in the form provided on Velocity's website: www.velocitynetworks.ca. Management of Velocity will review and provide the Customer with a response within sixty (60) days of its receipt of a formal written complaint. The Customer agrees to cooperate with Velocity in its review of such formal complaint and, without limiting the foregoing, shall provide to Velocity any additional information reasonably required by Velocity to identify and resolve the Customer's formal complaint. In the event that the Customer does not obtain a satisfactory resolution via Velocity's formal complaint process, the Customer may refer such matter to the Commissioner for Complaints for Telecommunications Services ("CCTS"). **The Customer acknowledges and agrees that it shall not refer any matter in respect of the Services or Velocity to the CCTS until it has exhausted the dispute resolution processes in section 33(a) and 33(b).** Further, the Customer acknowledges and agrees that the Customer shall be responsible to reimburse Velocity for any costs incurred by Velocity in the event that the Customer refers a matter to the CCTS prior to exhausting the dispute resolution processes in section 33(a) and 33(b).