

VELOCITY NETWORKS INC.

Terms and Conditions

Revised: January 20, 2020

1. Velocity Networks Inc. ("Velocity Networks") provides services to its Customers including: Internet Access services, IP based phone and TV services; Wi-fi Router service, Installation and Equipment removal services, technical support, maintenance and repair services and other related services that Velocity Networks may offer from time to time ("Services").

2 For the purpose of these Terms and Conditions: i) "Agreement" means these Terms and Conditions, the Work Order Summary, the Contract, if applicable, and any Policies in force and published on Velocity Networks' website; ii) "Contract" means an agreement entered into with a Customer for the provision of Services for a fixed term; iii) "Customer" means the person named on the Velocity Networks invoice and responsible for paying the charges for the Services provided by Velocity Networks; iv) "Equipment" means any device, equipment or hardware used to access the Services or used in conjunction with the Services; v) "Installation" means the installation of Equipment required for the provision of the Services; vi) "Key Terms" means the key terms applicable to the provision of Services including fee for Services and Equipment rental costs; vii) "Policy" means any statement of rules, limits, or policies impacting the provision of Services including without limitation: 9-1-1 Emergency Calling Limitations Statement; Acceptable Use Policy; Network Management Policy; and Privacy Policy, and "Policies" means more than one Policy; viii) "Premises" means the location at which the Services are provided; ix) "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 Networks from time to time in accordance herewith as forming part of the Terms and Conditions; x) "Website" means velocitynetworks.ca and all content contained therein; and xi) "Work Order Summary" means the summary of key terms applicable to Services either on a month-to-month basis or pursuant to a Contract.

3. By using the Services provided by Velocity Networks, the Customer expressly agrees to be bound by the Terms and Conditions and the Policies. If the Customer does not agree with the Terms and Conditions and Policies, the Customer may exercise the right to terminate the Services according to the termination provision included herein, or in the Contract, if applicable, and cease using the Services. The Customer shall be responsible for ensuring that the Services are used in accordance with these Terms and Conditions and the Policies. The Customer acknowledges that the ability to access 9-1-1 emergency services may be limited through the Services as further outlined in the 9-1-1 Emergency Calling Limitations Statement. Velocity Networks 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. Velocity Networks also reserves the right to amend any Policy from time to time. All Policies can be found on the Website. The Customer is urged to read all Policies and if the Customer has any questions or concerns to contact Velocity Networks' customer service.

4. Velocity Networks shall issue advanced invoices for Services to be provided in the next calendar month. For clarity, unless a Contract provides otherwise, upon Installation, Velocity Networks 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 Networks 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 Networks; (iv) by credit card, through the call center or Velocity Networks website; or (v) such other method approved by Velocity Networks.

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 NETWORKS 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 NETWORKS, THE FAILURE OF ANY OF VELOCITY NETWORKS' EQUIPMENT OR FOR ANY OTHER REASON BEYOND THE CONTROL OF VELOCITY NETWORKS. VELOCITY NETWORKS DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE SERVICES PROVIDED TO THE CUSTOMER. WITHOUT LIMITING THE FOREGOING, VELOCITY NETWORKS 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 NETWORKS, 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 NETWORKS' EQUIPMENT OR THE USE OF THE SERVICES. IN NO EVENT SHALL VELOCITY NETWORKS HAVE ANY LIABILITY TO THE CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE INSTALLATION, USE OR OPERATION OF VELOCITY NETWORKS' EQUIPMENT OR THE PROVISION OF SERVICES. IN PARTICULAR, AND WITHOUT LIMITING

THE GENERALITY OF THE FOREGOING, VELOCITY NETWORKS 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 Networks' provision of Services and the Customer's use of Services are subject to the terms and conditions contained in the Network Management Policy.

10. The Customer may cancel the Services without penalty at any time during the first fifteen (15) days of Service, or as otherwise may be extended per CRTC regulations and policies (the "Trial Period"). In the event that the Customer cancels during the Trial Period, Velocity Networks 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 Networks, subject to the terms of the Contract including the Early Termination Fees as defined in the Contract, if applicable. Applicable charges shall continue to apply until Velocity Networks' receipt of the cancellation notice, or any other subsequent date indicated by the Customer in the notice.

12. (a) Unless the Customer has entered into a Contract, the Customer may, at any time, suspend the Services for a period of not less than thirty (30) days and not more than 6 months within a 12 month period, upon notice to Velocity Networks.

(b) If the Customer has entered into a Contract, the Customer may, at any time, suspend the Services for a period of not less than thirty (30) days and not more than 6 months within a 12 month period, upon notice to Velocity Networks. During the period of suspension, the Customer shall continue to be responsible to pay a monthly fee as set out in the Contract. Services shall automatically be reactivated following the maximum allowable suspension period, unless reactivated early by the Customer, and regular monthly charges pursuant to the Contract will apply.

(c) Applicable charges shall continue to apply to both subsections 12(a) and (b), 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. The Customer shall only be entitled to request a suspension of Services once per 12 month period.

13. In addition to all other rights given to Velocity Networks under the Agreement, Velocity Networks may: (a) at any time, upon at least fourteen (14) 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 necessary to protect the network from harm; or (ii) if Velocity Networks has a reasonable suspicion that fraud is occurring or is likely to occur. **VELOCITY NETWORKS DOES NOT PROVIDE REFUNDS OR CREDITS FOR ANY SERVICES SUSPENDED OR CANCELLED PURSUANT TO THIS SECTION 13. IF THE SERVICES ARE SUBJECT TO A CONTRACT, EARLY CANCELLATION FEES MAY APPLY.** Velocity Networks may in its sole discretion restore the Services subject to conditions including: full repayment of all outstanding amounts, including late payment charges, owed to Velocity Networks; compensation for costs incurred to enforce compliance with the Agreement; and changes to fees on an ongoing basis.

14. The Customer hereby grants Velocity Networks, its employees, representatives, contractors, subcontractors and agents reasonable access to the Premises at reasonable hours to install, inspect, service, maintain, restore, remove or disconnect Velocity Networks' 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 Networks' network or Equipment. Charges may also apply if the Customer solicits Velocity Networks' technical assistance by telephone.

15. If the Customer does not own the Premises, the Customer represents and warrants to Velocity Networks that the Customer has the consent of the owner of the Premises or otherwise has the authority to allow Velocity Networks to access the Premises and to install, inspect, service, maintain, remove or disconnect Velocity Networks' Services and/or Equipment.

16. Unless a Contract provides otherwise, Velocity Networks may require 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 Networks 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 Networks shall remain the property of Velocity Networks, except for Equipment purchased and paid for by the Customer, which Equipment is neither returnable to nor refundable by Velocity Networks. The Customer will protect Velocity Networks' Equipment from defacing, tampering or damage, and will not permit anyone other than a representative of Velocity Networks to perform any work, repairs, modifications on such Equipment, unless otherwise expressly allowed by Velocity Networks. Velocity Networks' 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 Networks at the Premises and use thereof and agrees to reimburse Velocity Networks for the full cost of the repair or replacement of any lost, stolen, unreturned, damaged, mortgaged, sold, transferred, leased, encumbered or assigned Equipment. Velocity Networks 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 Networks from repossessing such Equipment, Velocity Networks may charge the Customer the full replacement cost of the unreturned Velocity Networks' Equipment.

18. Any IP address assigned by Velocity Networks is the property of Velocity Networks at all times and Velocity Networks can change such IP address at any time at the discretion of Velocity Networks without prior notice. Velocity Networks 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's use of the Services and Equipment is subject to Velocity Networks' Acceptable Use Policy ("AUP"). Without limiting the scope of the AUP, the Customer shall not broadcast, resell or redistribute the Services to any other party with Velocity Networks' 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 Networks, and that any unauthorized connection to Velocity Networks' Services or Equipment, interfering or tampering with Velocity Networks' Services or Equipment or unauthorized use of Velocity Networks' 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 Networks, either in writing, by contacting Velocity Networks' 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 Networks may, upon providing the Customer with at least 60 days' notice, make any change to Key Terms applicable to a Customer receiving month-to-month services. Velocity Networks 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 Networks distributes and the Customer receives the Services. Velocity Networks 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, other than to Key Terms. The aforementioned notice may be given by using any means allowing the Customer to become aware thereof including, 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 Networks' 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 Networks 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 Networks by the effective date, then the proposed changes to these Terms and Conditions will become effective on the effective date. If the change, modification, addition or removal does not have the effect of increasing the Customer's obligations or reducing Velocity Networks' obligations, or if the change, modification, addition or removal is to the benefit of the Customer, and the Customer elects to terminate the Services, Early Cancellation Fees will apply.

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 Networks, its affiliates and their respective officers, directors, employees, agents and suppliers against all Claims. The Customer agrees to promptly notify Velocity Networks 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 Networks 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 Networks in such a case.

22. Without limiting the scope of the AUP, 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 Networks does not assume any responsibility for material available, transmitted, stored or otherwise accessible through the Services. Velocity Networks 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 Networks 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 Networks 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 Networks 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 Networks 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 Networks network, its services and its resources, or other users.

26. Without limiting the scope of the AUP, 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 Networks' servers, the Customer consents to anti-spam and anti-virus filtering by Velocity Networks.

27. Velocity Networks 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 Networks' sole discretion.

28. The Customer is responsible for keeping contact and payment information current and accurate. By entering into the Agreement, the Customer is consenting to receive commercial electronic messages from Velocity Networks. The collection and use of the

Customer's personal information is further subject to Velocity Networks' Privacy Policy.

29. The failure of Velocity Networks 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 Networks, as applicable, without first having obtained the prior written consent of Velocity Networks. In the absence of any such consent, any assignment shall be deemed null and void. Velocity Networks 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. Certain Services are regulated by the Canadian Radio-television and Telecommunications Commission ("CRTC"). This Agreement may be changed as necessary to comply with any new or modified regulations, directions, or orders of the CRTC.

34. **DISPUTE RESOLUTION.** In the event of a concern, complaint or grievance in respect of the Services or any other matter pertaining to Velocity Networks, the Customer agrees to abide by the following dispute resolution procedure: (a) the Customer shall convey its concern to Velocity Networks 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 Networks a formal written complaint in the form provided on Velocity Networks' website: www.velocitynetworks.ca/customer-tools/. Management of Velocity Networks 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 Networks in its review of such formal complaint and, without limiting the foregoing, shall provide to Velocity Networks any additional information reasonably required by Velocity Networks to identify and resolve the Customer's formal complaint. In the event that the Customer does not obtain a satisfactory resolution via Velocity Networks' 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 Networks to the CCTS until it has exhausted the dispute resolution processes in section 34(a) and 34(b).** Further, the Customer acknowledges and agrees that the Customer shall be responsible to reimburse Velocity Networks for any costs incurred by Velocity Networks in the event that the Customer refers a matter to the CCTS prior to exhausting the dispute resolution processes in section 34(a) and 34(b).