VALLEY FIBER LTD.

TERMS AND CONDITIONS OF SERVICE

The following terms and conditions of service along with the attached schedules (the **"Terms"**) govern Your use of the Services and the Equipment. Any current Valley Fiber Ltd. document describing the plans, features, services, or products You have selected, any application, transaction agreement, purchase order, work order or service order; and any other document incorporated by reference (collectively, the **"Materials"**) together with these Terms constitute Our agreement with You (the **"Service Agreement"**). If there is any inconsistency between the Materials and these Terms, these Terms will prevail. No sales representative, dealer, agent, officer, or employee of Valley Fiber Ltd. has the authority to change or modify these Terms, except pursuant to an official revised version of these Terms, and You may not rely on any such change or modification. These Terms cannot be changed by You.

You accept these Terms on the earlier of the date: (a) You receive a copy of these Terms; (b) the Activation Date (as hereafter defined), or You access or use the Services (as hereafter defined), unless otherwise determined by applicable laws. You understand and agree that You are bound by these Terms, now and in the future.

1. DEFINITIONS.

1.1 **Definitions**. Throughout this document:

(a) **"Commitment Period"** means any period of time that You have committed to Valley Fiber for Services;

(b) **"Equipment"** means any device, equipment or hardware used to access the Services or used in conjunction with the Services;

(c) **"Internet Services"** means Valley Fiber Internet access services and related Valley Fiber services;

(d) **"Publicly Accessible Areas"** means those areas of the Services that are available to the general public, including but not limited to, online message boards. For greater clarity, those portions of the Services that are only accessible by registered members or intended for private communication, including e-mail and instant messenger, are not considered Publicly Accessible Areas for the purposes of these Terms;

(e) **"Reseller"** means a third party authorized by Valley Fiber to provide and/or sell Services, Equipment, or both, such as a retailer, partner, distributor, wholesaler, reseller, value added provider, dealer, agent, or other third-party provider.

(f) **"Service"** or **"Services"** means any or all of the Internet Services, phone services, television services or other services or programming that You subscribe to under the Service Agreement or receive from or through Valley Fiber;

(g) **"Site"** means www.valleyfiber.ca;

(h) **"Valley Fiber", "Us", "We",** and **"Our"** refers to Valley Fiber Ltd. and all of Our affiliates, subsidiaries, partners, agents, representatives, contractors, suppliers,

employees, licensors, licensees and successors and assigns, but to the extent that You are a licensee under any agreement with Valley Fiber, does not include You; and

(i) **"You"** and **"Your"** means the member, subscriber, or customer named in any transaction agreement, purchase order, work order, service order or other component of the Service Agreement.

2. **CUSTOMER ACKNOWLEDGEMENT**.

2.1 By entering into the Service Agreement, You:

(a) accept all provisions of the Service Agreement;

(b) confirm that You are of legal age and have sufficient capacity and authority to enter into the Service Agreement. If You are entering into this Service Agreement on behalf of, or in connection with, Your employment or engagement with a company, entity or organization (collectively, the "**Subscribing Organization**"), You represent and warrant that you are an authorized representative of that Subscribing Organization with the authority to bind such Subscribing Organization to the terms and conditions of this Service Agreement, and You hereby do agree to be bound by the terms and conditions of this Service Agreement on behalf of such Subscribing Organization. In such a case, references to "You" and/or "Your" in this Service Agreement shall be construed to mean You, the Subscribing Organization, and any other individual that uses the Services or the Equipment on the Subscribing Organization's behalf or in connection with their employment with or engagement by such Subscribing Organization;

(c) agree to cause all persons who use Services under Your account or with Your authorization to comply with the Service Agreement;

(d) acknowledge that the acts or omissions of all persons who use Services under Your account or with Your authorization will be treated for all purposes as Your acts or omissions;

(e) acknowledge that You have received and had the opportunity to review a copy of the Service Agreement, including the Materials and these Terms;

(f) confirm that the information You have provided to Us is up-to-date and accurate; and

(g) agree to notify Us of any change in Your information.

3. CHARGES, ACCOUNT AND PAYMENT INFORMATION.

3.1 **Charges**. Charges will commence on the date of the initial activation of the Services (the "**Activation Date**"). Charges may include, but are not limited to, charges for Services and Equipment as agreed upon in any applicable Transaction Agreement, administrative charges as outlined below when applicable, cancellation fees, applicable sales tax and any other charge as agreed upon by You and Us (each a "**Charge**" and collectively, "**Charges**").

3.2 **Invoicing**. Unless otherwise agreed to by You and Us, We will bill You monthly. We may bill You, however, for a Charge up to twelve (12) months from the date the Charge was incurred. You are liable for all Charges to Your account, whether recurring or one-time Charges. Charges to Your account are due and payable in full from the date of Your invoice or statement.

3.3 **Payment Methods**. Your bill sets out acceptable payment methods which may change without notice. You may also set up pre-authorized payments by providing Us with a credit card or bank account information from a card issuer or financial institution acceptable to Us. By providing Us this information for this purpose, You give Us authorization to charge Your credit card or debit your account for all current, future, and/or outstanding Charges due under this Service Agreement. You also confirm that the credit card or bank account is in Your name, is valid and has not expired. If You are paying by mail or through a financial institution, please allow adequate time for Your payment to reach Us prior to the required payment date.

3.4 **Delinquent Amounts**. If payment of an amount due on Your account is not received by Us by the required payment date specified by Us, it will be considered a delinquent amount and will be subject to a late payment charge of two percent (2%) per month, calculated and compounded monthly on the delinquent amount (26.82% per year) from the date of the first invoice on which the delinquent amount appears until the date We receive such amount in full. You agree that We can charge any unpaid and outstanding amount, including any late payment charges, on Your account to Your credit card, bank account or any other payment method pre-authorized by You for payment of Our charges.

3.5 **Administrative Charges**. Administrative charges may be levied for administration or account processing activities in connection with Your account, including as a result of any of the following:

(a) collection efforts due to non-payment or having a balance over Your credit limit, including unbilled usage and pending charges, fees and adjustments; returned or rejected payments;

(b) change of any identifier (e.g., phone number); or

(c) the restoral of Service.

These charges may change over time. A full list of such administrative charges and the applicable rates can be found in Schedule A.

3.6 **Early Cancellation Fees**. Unless otherwise set out in the Materials, if You agree to subscribe to one or more of Our Services for a Commitment Period, You may be subject to an early cancellation fee if You choose to terminate this Service Agreement prior to the end of the Commitment Period. You agree that:

(a) any decrease in Your Commitment Period may be subject to a fee as specified in the subscription for that plan, Service, or Equipment rental, plus applicable taxes; and

(b) if Your subscription to any plan, Service, or Equipment rental is terminated prior to the end of the Commitment Period, You may be required to pay Us an early cancellation fee as specified in the subscription for that plan, Service, or Equipment rental, plus applicable taxes.

Notwithstanding anything to the contrary herein, an early cancellation fee shall not apply to a cancellation of Service by an individual residential customer.

3.7 **Disputed Charges**. Any questions or concerns regarding charges or invoices must be reported to Us within ninety (90) days of the date of the applicable invoice or other statement. Failure to notify Us within this time period will constitute Your acceptance of such charges or invoices.

3.8 **Third-Party Related Benefits**. If You are receiving any benefit as a result of Your relationship with a third-party (e.g., Your employer), We may verify such relationship. If You become ineligible to receive such benefit for any reason (e.g., Your employment is terminated or Your employer becomes ineligible to receive the benefit), We reserve the right to transfer Your Service to an alternate Service plan, as determined by Us in Our sole discretion.

3.9 **Promotional Pricing and Discounts**. If Your Transaction Agreement indicates any promotional pricing, incentives or discounts, including but not limited to promotional bundles or multi-service discounts or credits (collectively, "**Discounts**") are applicable, We apply these Discounts to Your account while (a) We maintain these Discounts; and (b) You meet any applicable eligibility requirements. We may change any Discounts and their eligibility requirements at any time.

3.10 **Account Changes**. Changes to Your account (e.g., price plan, features, or identifiers) will not take effect until after Your next billing date. Please review applicable restrictions and/or eligibility requirements prior to making any changes, as certain changes may result in loss of, or changes to, Discounts.

3.11 **Services through a Reseller.** For those Services You receive through a Reseller, and to the extent the Reseller's terms differ from those set forth in this Section, Your reseller's terms control.

4. **DEPOSIT AND CREDIT REQUIREMENTS**.

4.1 **Deposits**. We may require a deposit or impose other payment or credit requirements (e.g., interim payments; mandatory pre-payments) at any time and on such terms as determined in Our sole discretion. Deposits may earn interest, if required by applicable law. If Your Service is terminated, We will apply any deposits or other payments against the outstanding final balance on Your account. A security deposit will be credited to Your account after at least twelve (12) consecutive months in good standing on all accounts with Valley Fiber. If Services are terminated, We will apply the security deposit against any outstanding balance and refund any remaining balance.

4.2 **Credit Limits**. Upon notice to You, We may assign, change, or remove a credit limit on Your account at any time. Service may be suspended, at any time, to any and all of Your accounts, if Your balance, including unbilled usage and pending charges, fees, and

adjustments, exceeds this limit. Recurring service charges will continue to apply during any suspension of Services.

4.3 **Credit History**. You authorize Valley Fiber to collect, use and disclose your personal information as necessary to assess Your creditworthiness, update Your information, activate the Services You ordered, or assist in collection efforts in accordance with Our Privacy Notice (see Section 13). This may include information about your credit history, employment and employment history, estimated income, paying habits, and outstanding credit obligations in accordance with the *Personal Investigation Act* (Manitoba). We will collect, use and disclose this information to and from credit reporting agencies or other credit grantors. This consent is effective on the date that you accept these Terms and continues during the term of this Service Agreement.

5. CHANGES TO THE SERVICE AGREEMENT

5.1 **Changes by Valley Fiber.** As set out in the Transaction Agreement and in accordance with the terms set out therein, Valley Fiber reserves the right to make changes to the Service Agreement. If required by law, We will give You notice of these changes in writing, at least thirty (30) days before the effective date, in accordance with Section 20.10. This notice will clearly identify the proposed changes and the effective date. Also, if required by law, this notice will set out the new term, or amended term and the term as it read before, and Your rights if You refuse the change. If You want to refuse the change, Your remedy is to cancel the impacted Service or the Service Agreement.

5.2 **Changes by You.** You may not make any changes to these Terms. However, depending on the Service You subscribe to and the details of Your Transaction Agreement, You may be able to add or remove certain Services or features. Additional Charges may apply.

6. IDENTIFIERS.

6.1 **Identifiers**. You do not own any identifier (e.g., telephone, account, calling card or PIN number; e-mail, IP, or Web page address; access code, etc.) assigned to You, and We may change or remove any identifier at any time upon notice to You.

7. ACCEPTABLE USE.

7.1 **Unacceptable Uses**. You may not use the Services for anything other than Your own personal use. You may not resell the Services, receive any charge or benefit for the use of the Services or provide Internet access or any other feature of the Services to any third party. You may not share or transfer Your Services without Our express written consent. Use of the Services for business purposes is not permitted, except for Services We have authorized on a commercial basis. You may not use the Service(s) or the Equipment, or permit, assist or allow the Service(s) or Equipment to be used, for any abusive purpose or in any way that damages Valley Fiber's property or interferes with or disrupts the Service(s), Valley Fiber's networks or any other users.

7.2 **Policies Concerning Use**. From time to time, We may establish policies, rules, and limits (together, the **"Policies"**) concerning use of the Services, Equipment and any products, content, applications, or services used in conjunction with the Services or Equipment. Your use of the Services is subject to these Policies. We will provide You with notice of the Policies and of changes to the Policies in accordance with Section 20.10. In addition, when

using certain Services, You may be subject to additional terms (which may be posted from time to time) applicable to such Services and which are incorporated by reference into these Terms.

7.3 **Compliance with Applicable Law**. You shall not use the Services or the Equipment or any products, content, applications, or services used in conjunction with the Services or Equipment, or permit, assist or allow same to be used in a manner that is contrary to any applicable law, regulation and/or Our Policies. We may suspend or terminate Your Services, the Service Agreement, and any other agreement for Services You may have with any related Valley Fiber entity, without notice to You, if You engage in one or more of the activities prohibited by the Service Agreement or Our Policies. In addition, You may be charged for any costs incurred by Us or any related Valley Fiber entity in connection with Your breach of Section 7 of these Terms or Our Policies, including costs incurred to enforce Your compliance.

7.4 **Protecting Your Account.** You are responsible for protecting Your account(s) and password(s) and for all activity that occurs on Your account and for all use of Your Services and Equipment by Yourself and other users (authorized or not). You are responsible for protecting Your computer systems, any relevant software or firmware, and the Equipment from theft, unauthorized use, and system corruption. You are responsible for backing up and safeguarding Your own data, including email and voicemail messages. We may delete Your data if the Service is cancelled, or if You fail to access it within a certain period of time (within Our discretion). You must notify Us immediately if You suspect unauthorized use of the Services or if Our Equipment is lost or stolen. You are responsible for payment of all Charges and applicable taxes charged to Your account, whether authorized by You or not, which is why You must keep Your account information protected and up to date.

7.5 **Valley Fiber Rights**. We reserve the right to restrict, change, suspend or terminate Your Service by any means if Your access, use or connection to the Services, Equipment or Our facilities is impairing or adversely affecting Our operation or the use of Our Services or facilities by others.

8. CONTENT.

8.1 **Ownership**. When You make content available for inclusion on the Services (including the Internet Services), You represent and warrant that You have the necessary rights or consent to do make such content available and to grant the licences herein. We do not own content that You make available for inclusion on the Services; however, with respect to content You make available for inclusion on Publicly Accessible Areas of the Services, You grant Us the following world-wide, royalty-free, and non-exclusive licenses, as applicable:

(a) With respect to photos, graphics, audio, or video content, You grant Us the license to use, distribute, reproduce, modify, adapt, publicly perform, publicly display, and communicate by telecommunication such content on the Services solely for the purpose for which it was made available. This license exists only for as long as You elect to continue to include such content on the Services and terminates when You remove or We remove such content from the Services.

(b) With respect to all other content not referred to in Subsection 8.1(a) of these Terms, You grant Us the perpetual, irrevocable and fully sublicensable license to use,

distribute, reproduce, modify, adapt, publish, translate, communicate by telecommunication, publicly perform, and publicly display, and to incorporate it into other works in any format or medium now known or later developed.

8.2 **Monitoring Content**. Content may be made available via the use of the Equipment and Services by third parties not within Our control. We have the right, but not the obligation, to monitor or investigate any content that is transmitted using the Services or the Equipment. We may also access or preserve content or information to comply with legal process in Canada or foreign jurisdictions, operate the Services, ensure compliance with the Service Agreement or any Policies, or protect Ourselves, Our customers, or the public. We reserve the right to move, remove or refuse to post any content, information, or materials, in whole or in part, that We decide is unacceptable, undesirable or in violation of the Service Agreement.

8.3 **No Liability for Content**. Valley Fiber is not responsible for content that may be offensive to some customers, or which may not be in compliance with local laws, regulations, or rules. Valley Fiber assumes no responsibility for, and exercises no control over, the content contained on the Internet and other on-line Services. All content accessed through Valley Fiber's Services is accessed and used by You at Your own risk.

9. **EQUIPMENT**.

9.1 **Ownership and Care**. Equipment can be purchased outright or rented from Us. You can find more information about the fees associated with Equipment and different Services on our website at www.valleyfiber.ca. Except for Equipment that You have purchased outright, all Equipment installed or provided by Us remains Our property and You agree that:

(a) You will take reasonable care with such Equipment;

(b) You are responsible for any data back up required;

(c) You may not sell, lease, mortgage, transfer, assign or encumber such Equipment;

(d) You may not relocate, alter or disturb such Equipment without Our knowledge and express written permission; and

(e) You will return such Equipment to Us at Your own expense upon termination of the Services to which the Equipment related.

If Equipment owned by Us is lost, stolen or damaged or sold, leased, mortgaged, transferred, assigned, encumbered, or not returned, You agree to pay Us the undiscounted retail value of such Equipment, together with any costs incurred by Us in seeking possession of such Equipment.

9.2 **Lost, Stolen or Destroyed Equipment**. You must immediately notify Us if Your Equipment is lost, stolen, or destroyed. Should You then wish to terminate Your Services, Your obligations under the Service Agreement, including the early cancellation fee, will apply.

9.3 **Access to Premises**.

(a) You authorize Us and Our representatives to enter or have access to Your property or premises as necessary at mutually agreed upon times to install, maintain, inspect, repair, or remove the Equipment or to maintain, investigate, protect, modify, or improve the operation of Our Services or Our facilities.

(b) Upon Your request, Valley Fiber's representatives must show valid Valley Fiber identification prior to entering Your property or premises.

9.4 **Minimum Requirements**. Equipment and related software may have to meet certain minimum requirements and be maintained in certain ways and in certain locations in order to access the Services or for the proper operation of the Services (e.g., 9-1-1 services). Such requirements may be changed from time to time at Our sole discretion. Unless otherwise specified by us, You are solely responsible for updating or maintaining Your Equipment and software as necessary to meet such requirements; however, We may provide and You agree that We can from time to time install, modify or remove Our software on Your Equipment to the extent such downloads are reasonably necessary for the continued efficient operation of Your Services.

9.5 **Managed Wi-Fi**. Your purchase or rental of certain equipment provides You with and/or enables You to subscribe to Managed Wi-fi ("**Managed Wi-Fi Access Points**"). Managed Wi-Fi is a service that includes the installation, maintenance and monitoring of a Wi-Fi network. You acknowledge and agree that Your use of the Managed Wi-Fi service and the Managed Wi-Fi Access Points is dependent upon the third party that manufactures and provides the equipment used to create Managed Wi-Fi Access Points, and that such third parties may have their own terms and conditions to which You must agree before utilizing the Managed Wi-Fi Service and Managed Wi-Fi Access Points. You are responsible for understanding and complying with such terms and conditions and for causing anyone who accesses Your Managed Wi-Fi to comply with such terms and conditions.

10. RETURNS AND REFUNDS

10.1 **Purchases Directly from Valley Fiber.** If You bought Your Equipment directly from Valley Fiber, You may return the Equipment to Us within thirty (30) days of the date You received the Equipment (or as otherwise required by law) and We will refund the purchase price to You, provided that You:

(a) Obtain a valid authorization number from Our Customer Care Department prior to returning the Equipment using the contact information posted on the Site;

(b) Terminate Your account with Us within the same 30-day period;

(c) Return all of the Equipment to Us within the same 30-day period, in its original condition;

(d) Return original proof of purchase with the Equipment, together with all parts and accessories; and

(e) Pay all costs of shipping the Equipment back to Us and any administrative charge that may be associated with the return of Equipment as set out in Schedule A and/or early cancellation fee as applicable, plus applicable taxes.

10.2 **Retail Customers:** If You bought Your Equipment from a Reseller rather than directly from Valley Fiber, You cannot return the Equipment to Us. If permitted by the Reseller, You may return the Equipment to the Reseller, in which case the Return will be subject to the Reseller's return policy. If You return Your Equipment to the Reseller, Your Services will terminate and early cancellation fees may apply. You will lose any phone number assigned to Your account unless You have previously arranged with Us to transfer the phone number to a new account.

10.3 **Rental Customers:** If You rent Your Equipment and You terminate Your Service for any reason within twelve (12) months from the Activation Date, You agree to return, at Your own expense, all rented Equipment to Valley Fiber, within fourteen (14) days of terminating Your Services. To the extent permitted by applicable law, if You fail to return any of Our Equipment as required in good condition, You agree that We may charge an Equipment non-return charge per item of Equipment rented as set out in Schedule A, in addition to any applicable early cancellation fees, plus applicable taxes.

10.4 **No Refunds on Unused Services:** Subject to applicable law, there are no refunds for unused service terms or any Charges, except as outlined above. Valley Fiber will not provide any refunds, credits, or other compensation for any potential loss due to interruptions to Services as described in Section 11, or where Your Services are suspended or terminated in accordance with Section 12.

11. INTERRUPTIONS TO SERVICES.

11.1 **Interruption of Services.** The Services and the Equipment use the public internet and third-party networks for their functionality. Valley Fiber does not make any specific uptime guarantees with respect to the Service. We will make commercially reasonable efforts to provide the Services, but You acknowledge and understand that the Services are not error free or available at all times. You acknowledge and understand that the Services or access to the Services, including 9-1-1 services, may not function correctly, or at all, in the following circumstances, among others:

(a) if Your Equipment fails, is not configured correctly, or does not meet Valley Fiber's requirements;

(b) if there is a service outage or disruption, or poor quality of service, suspension or disconnection of Your service with respect to Your high-speed internet connection upon which other Services rely;

(c) in the event of a network outage or extended power failure;

(d) in the event of interference, unavailability or radio frequency channels, limited network capacity, security reasons, maintenance, upgrades, repairs or relocations, and priority access by emergency responders in the event of a disaster or emergency;

(e) if the Equipment is tampered with or, in some cases, moved; or

(f) following suspension or termination of Your Services or account.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE ARE NOT RESPONSIBLE TO ANYONE FOR ANY INABILITY TO ACCESS 9-1-1 SERVICE, OR FOR ANY INTERFERENCE WITH, OR FAILURE OF, THIRD-PARTY COMMUNICATIONS SERVICES OR EQUIPMENT, MONITORED HOME SECURITY ALARMS OR MEDICAL DEVICES (INCLUDING SOME MONITORED BY US) AS A RESULT OF THE ABOVE-NOTED LIMITATIONS OR YOUR FAILURE TO COMPLY WITH THE REQUIREMENTS OF THE SERVICE AGREEMENT.

YOU AGREE THAT YOU WILL NOT RELY ON THE SERVICES FOR ANY LIFE SAFETY OR CRITICAL PURPOSES. THE SERVICES AND/OR EQUIPMENT ARE NOT A SUBSTITUTE FOR A THIRD-PARTY MONITORED EMERGENCY-NOTIFICATIONS SYSTEM.

In the event of a power failure or interruption in the power supply, including if You disconnect the Equipment, You may need to reset or reconfigure the Equipment prior to use, including use for 9-1-1 services. Please see Schedule "B" for additional terms applicable to phone services.

11.2 **Landline Backup:** If there is a disruption of the Equipment's calling capability, and Your Equipment is connected to a landline, You may be able to complete calls using the landline. This may result in charges by Your landline long distance carrier for calls completed using Your landline while the Equipment's calling capability is unavailable. If You do not hear the special dial tone associated with Your Servies, You will not have access to the calling capability We provide. The Valley Fiber tag or logo on the Valley Fiber Hub or Valley Fiber Telo or Valley Fiber Office Base Station will display a red light under such circumstances, indicating an Internet connection failure.

11.3 **Emergency Alert Systems**. Valley Fiber will not connect its Services to any emergency alert systems, whether relating to home security, medical alert, or other emergency alerts. Although Valley Fiber's Services are compatible with the majority of emergency alert systems, Valley Fiber cannot guarantee such compatibility and will not provide technical support for any such connection. You may be required to maintain and pay for a separate landline or cellular telephone service from your local telephone company in order to use such systems. You are responsible for contacting the emergency alert company to determine the compatibility of its system with our Equipment and Services. VALLEY FIBER DOES NOT ACCEPT ANY LIABILITY WHATSOEVER RESULTING FROM SUCH A CONNECTION AND YOU HEREBY WAIVE ANY CLAIM AGAINST VALLEY FIBER FOR ANY INTERFERENCE WITH OR DISRUPTION OF SUCH SYSTEMS DUE TO THEIR CONNECTION TO VALLEY FIBER'S SERVICES.

11.4 **International Usage:** The Services and Equipment have been designed to support installation and use in Canada. We currently only provide Canadian phone numbers and cannot guarantee installation, performance, or use of the Equipment and/or Services outside Canada. If You choose to install and use the Equipment and/or Services outside of Canada, You will be solely responsible for any violation of any export laws, tax laws, tariff agreements, Canadian or foreign regulatory rules, Canadian or local laws, or violation of any applicable terms of service. You will also be accountable for payment of any taxes, fees, penalties, and/or surcharges associated with use of the Equipment and/or Services outside of Canada. Valley Fiber reserves the right to suspend Service to You if We have reason to believe that You have installed and/or are using the Equipment and/or Services outside of Canada at any time.

11.5 **Managed Wi-Fi Availability:** The Managed Wi-Fi coverage and capacity may vary based on factors such as types of applications, type and number of clients, usage, the physical environment, and interference. If applicable, Valley Fiber will make commercially reasonable efforts to configure and manage the Managed Wi-Fi service but does not guarantee a particular level of coverage or capacity.

12. **TERM, TERMINATION AND SUSPENSION**.

12.1 **Term**. The term of the Service Agreement, and any applicable Commitment Period as outlined in Your Transaction Agreement, starts on the Activation Date and shall continue indefinitely until terminated in accordance with the provisions of the Service Agreement or applicable law. If Your Services are subject to a Commitment Period, You will be notified in accordance with Section 20.10 of these Terms at least ninety (90) days before the end of Your Commitment Period that such Commitment Period is coming to an end. This notice will include information about how to cancel Your Services at the end of Your Commitment Period and the Charges that would be applicable to Your continued use of such Services beyond the Commitment Period. If You fail to notify Us of Your intention to cancel this Service Agreement at the end of Your Commitment Period, You will be deemed to have subscribed to such Services at the rate applicable at that time and will be billed accordingly until Your Services are cancelled in accordance with the provisions of the Service Agreement or applicable law.

12.2 **Termination by Customer**. You may terminate all or any part of Your Services upon no less than thirty (30) days advance notice by contacting Valley Fiber's Customer Care Department using the following contact information:

Phone: 1-800-958-5698 Ext. 2
Email: support@valleyfiber.ca

Charges shall continue to apply until the end of the specified notice period or until the Services are no longer accessible by You, whichever is later. Where the Services subject to a Commitment Period are cancelled prior to the end of that Commitment Period, early cancellation fees may apply (see Section 3).

If You or a member of Your household subscribe to Our television services, You are entitled to a trial period of thirty (30) days to determine if the television services and related Equipment meet Your needs. Regular Charges will apply to Your use of the television services; however, if You choose to terminate such television services within the thirty (30 day trial period, no early cancellation fee will apply.

Notwithstanding the foregoing, if You receive Your Services through a Reseller, You may terminate Your Services only in accordance with the terms of Your agreement with the Reseller to the extent such terms differ from those set forth in this Section.

12.3 **Termination by Valley Fiber**. Valley Fiber may terminate all or any part of Your Services or accounts upon no less than thirty (30) days advance notice to You at Your billing address. Charges shall continue to apply until the end of the specified notice period.

12.4 **Suspension of Services**. Valley Fiber may, in its sole discretion, restrict, block, suspend or terminate any or all of Your Services or accounts, or identifiers in any way, without notice or liability to You, if:

(a) You are in breach of the Service Agreement, including non-payment of any charges on Your account or non-compliance with any Policies;

(b) You do not maintain Service usage within the prescribed credit limit;

(c) You exceed reasonable usage limits, as determined by Us;

(d) You have given Us false, misleading, or outdated information;

(e) We reasonably suspect or determine that any of Your account, identifiers, Services or Equipment is the subject of fraudulent, unlawful, or improper usage or usage that adversely affects Our operations or the use of Our Services or facilities by others;

(f) You harass, threaten, or abuse Us or Our employees or agents;

(g) You fraudulently or improperly seek to avoid payment to Us;

(h) bankruptcy or insolvency proceedings are instituted by or against You;

(i) any account or service on which Your Services depend is terminated for any reason; or

(j) We reasonably believe that there is an emergency or extreme circumstance that warrants such action.

If We restrict, suspend, block, or terminate Your Services or accounts:

(a) You agree to pay any amounts owing by You to Us;

(b) We may also suspend, block, or terminate, without notice or liability, Your Services under any other agreement or account that You may have with Us;

(c) Your access to emergency or special needs services (e.g. 9-1-1 services) may be restricted, suspended, blocked, or terminated; and

(d) Your rates for Services with related Valley Fiber Ltd. entities may change in accordance with the terms of those Services.

13. **PRIVACY.**

13.1 **Privacy Notice**. We respect Your privacy and are committed to protecting it. Our Privacy Notice governs how We collect, use, and disclose any personal information collected from You in connection with Your use of the Services and/or Equipment. The Privacy Notice is included in the Service Agreement by reference and is available on the Site **here** or upon written request. The Privacy Notice may be changed from time to time in Our discretion and in accordance with the terms of the Privacy Notice. By

accepting the Service Agreement, and each time You access or use the Services, You consent to the collection, use, and disclosure of Your personal information by Us in accordance with the Privacy Notice as it then reads.

14. END-USER LICENCE AGREEMENT.

14.1 **End-User Licence Agreement**. Our End-User Licence Agreement governs Your right to use the firmware and/or software embedded in the Equipment. The End-User Licence Agreement is included in the Service Agreement by reference and is available on the Site **here** or upon written request. The End-User Licence Agreement may be changed from time to time in Our discretion and in accordance with the terms of the End-User Licence Agreement. By accepting the Service Agreement, and each time You access or use the Services or the Equipment, You agree to the End User Licence Agreement as it then reads.

15. **INTELLECTUAL PROPERTY**.

15.1 **Intellectual Property**. All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "Intellectual Property Rights") in and to all Equipment, software, firmware, documents, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of Valley Fiber in the course of performing the Service(s) shall be owned exclusively by Valley Fiber. You shall maintain same in confidence, except as otherwise stated in the Service Agreement. Nothing in the Service Agreement shall be construed as granting any of these rights to You, except as expressly set out herein.

16. **LIMITATION OF LIABILITY**.

16.1 **No Life Safety or Critical Uses of the Services and Equipment.** You acknowledge and agree that the Equipment and Services, whether standing alone or when interfaced with third-party products or services, are not certified for emergency response. Valley Fiber makes no warranty or representation that use of the Services or Equipment with any third-party products or service will affect or increase any level of safety. YOU UNDERSTAND THAT THE SERVICES AND EQUIPMENT, WHETHER STANDING ALONE OR INTERFACED WITH THIRD-PARTY PRODUCTS OR SERVICES, ARE NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM. FURTHER, YOU UNDERSTAND THAT UNDER NO CIRCUMSTANCES WILL VALLEY FIBER DISPATCH EMERGENCY SERVICES TO YOUR HOME IN THE EVENT OF AN EMERGENCY.

16.2 **LIMITATION OF LIABILITY**. YOU UNDERSTAND AND AGREE THAT VALLEY FIBER IS NOT RESPONSIBLE, AND DISCLAIMS ALL LIABILITY FOR, RELATED TO, OR ARISING OUT OF, YOUR FAILURE TO

(a) REGISTER THE EQUIPMENT,
(b) ENTER IN THE CORRECT INFORMATION WHILE PROGRAMMING THE EQUIPMENT ONLINE,

(c) TEST THE FUNCTION AND RANGE OF THE EQUIPMENT AND THE SERVICES, OR
(d) CHARGE THE EQUIPMENT, IF APPLICABLE.

VALLEY FIBER'S LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF VALLEY FIBER RELATED TO THIS AGREEMENT, INCLUDING ACTS OR OMISSIONS RELATED TO THE SERVICES OR 911 DIALING, SHALL BE LIMITED IN AMOUNT TO THE TOTAL OF VALLEY FIBER'S CHARGES COLLECTED FROM YOU DURING THE ONE (1) MONTH PERIOD PRECEDING THE ACT OR OMISSION AND SHALL BE FURTHER LIMITED TO RECOVERY OF ACTUAL DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY OR BODILY INJURY OR DEATH, WHERE SAME IS PROXIMATELY CAUSED BY VALLEY FIBER'S INTENTIONAL MISCONDUCT OR RECKLESSNESS. VALLEY FIBER SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES RESULTING FROM FORCE MAJEURE EVENTS SUCH AS (BUT NOT LIMITED TO), ACTS OF NATURE, STRIKES, WAR, INVASION, INSURRECTION, HOSTILITIES (WHETHER OR NOT WAR IS DECLARED, RIOTS OR OTHER CIVIL UNREST, ACTS OR THREATS OF TERRORISM, NATURAL DISASTER, PANDEMIC, EPIDEMIC, QUARANTINE RESTRICTION OR STATE(S) OF EMERGENCY, ANY ACTION(S), ORDER, LAW, REGULATION OR RESTRICTION OF ANY GOVERNMENTAL OR REGULATORY BODY (INCLUDING BUT NOT LIMITED TO, THE DENIAL OR CANCELLATION OF ANY NECESSARY LICENSE OF PERMIT, ACTIONS, EMBARGOES, OR BLOCKADES), LOSS OF POWER TO YOU; INSTALLATION WORK PERFORMED BY YOU OR BY THIRD PARTIES OR ANY ACT OR OMISSION BY YOU OR ANY PERSON USING THE EQUIPMENT OR SERVICES PROVIDED TO YOU; EQUIPMENT, NETWORK OR FACILITY FAILURE, SHORTAGE, UPGRADE, RELOCATION OR MODIFICATION; ANY ACT OR OMISSION OF ANY UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR, OR OTHER THIRD PARTY, INCLUDING BLOCKING OF PORTS BY YOUR HIGH SPEED INTERNET SERVICE PROVIDER OR OTHER IMPEDIMENT TO USAGE OF THE EQUIPMENT OR SERVICES CAUSED BY ANY THIRD PARTY; OR ANY OTHER CAUSE THAT IS BEYOND OUR REASONABLE CONTROL.

16.3 **FURTHER LIMITATIONS.** IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR AGGRAVATED DAMAGES, OR LOST PROFITS, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, BREACH OF NETWORK OR DATA SECURITY, LOSS OF REVENUE OR PROFITS, UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESCTRUCTION OF DATA FILES, PROGRAMS, CONTENT PROCEDURES OR INFORMATION, OR THE USE OR INABILITY TO USE THE SERVICE OR ANY OF THE EQUIPMENT INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 9-1-1 DIALING SERVICE, OR TO OBTAIN EMERGENCY HELP, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND

EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE EQUIPMENT AND SERVICES YOU HAVE PURCHASED.

17. **INDEMNITIFICATION**

17.1 **Indemnifications:** You agree to defend, indemnify, and hold harmless Valley Fiber, its officers, directors, employees, affiliates, agents, assigns, and any other service provider who furnishes services to You or Us in connection with the use of the Equipment and Services, from any and all claims, suits, actions, judgment, losses, damages (direct, indirect and consequential), fines, penalties, costs and expenses (including, without limitation, attorney's fees) by or on behalf of You or any third party relating to or arising out of:

(a) the use of Your Equipment and/or Services;

(b) any breach of Your obligations under this Agreement;

(c) any violation of applicable laws, regulations, or the terms of this Agreement using Your Equipment and/or Services;

(d) the transmission of any messages, content, images, or other information;

(e) any claims for infringement of any intellectual property or privacy rights arising from or in connection with Your use of the Equipment and/or Services; or

(f) any harm to any person resulting in the personal injury or death of any person or in damage to or loss of any tangible or intangible property (including data) arising from or in connection with Your use of the Equipment and/or Services.

18. **NO WARRANTY**.

18.1 **NO WARRANTY**. EXCEPT AS PROVIDED BELOW, ALL EQUIPMENT AND SERVICES OFFERED BY VALLEY FIBER ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OR CONDITION WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION: (A) OF MERCHANTABILITY; (B) OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE EQUIPMENT OR ANY SERVICES WILL BE FREE FROM FAILURE, DELAY, INTERRUPTION, ERROR, BREACH OF DATA OR NETWORK SECURITY, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION, OR THAT THE FIRMWARE OR SOFTWARE IS ERROR FREE. ANY STATEMENT AND DESCRIPTIONS CONCERNING THE EQUIPMENT OR SERVICES BY VALLEY FIBER OR ITS AGENTS OR REPRESENTATIVES ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

18.2 **LIMITED EQUIPMENT WARRANTY**. Notwithstanding the above We provided a limited warranty with respect to manufacturing defects for a period of one (1) year

from the date of purchase or rental of the Equipment (the "Limited Warranty"). This Limited Warranty applies only to Equipment purchased or rented through Valley Fiber or Our Resellers. This Limited Warranty does not apply to any defect or failure other than a manufacturing defect, and without limiting the generality of the foregoing, does not apply to any defect caused by damage in transit, damage by a Reseller, damage from dropping, abuse, water damage, electrical damage, or any other type of damage resulting from Your handling of the Equipment. You must be registered with Valley Fiber as the primary account holder of record to exercise Limited Warranty rights.

18.3 **LIMITED EQUIPMENT WARRANTY PROCESS.** If You obtained Your Equipment from a Reseller, You may be instructed to return Your Equipment to the Reseller. To request a replacement of Your Equipment under the Limited Warranty, You must call and speak with a member of Our Customer Care Department using the contact information provided on the Site and in Section 12.2. The Limited Warranty does not cover the cost of shipment, which You are responsible for. You must provide a valid credit card for this purpose. We will ship replacement Equipment to Your service address and provide a shipping label which You must use to return the damaged or broken Equipment to Us within fourteen (14) days of receiving the replacement Equipment. If You fail to return the damaged or broken Equipment within that timeframe, You agree that We may charge Your credit card or other payment method on file for the full retail price of the replacement Equipment plus any associated taxes and shipping and handling fees applicable at the time. In the event that We determine that the damaged or broken Equipment is not covered under the terms of this Section, We will notify You of Our determination, after which You will have fourteen (14) days to return the replacement Equipment. If You fail to return the replacement Equipment within that timeframe, You agree that We may charge Your credit card or other payment method on file for the full retail price of the replacement Equipment plus any associated taxes and shipping and handling fees applicable at the time.

19. **DISPUTE RESOLUTION**.

19.1 **Dispute Resolution**. To the extent permitted by applicable law, unless We agree otherwise, any claim, dispute, or controversy, whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future, arising out of or relating to the following items will be determined by final and binding arbitration to the exclusion of the courts:

(a) the Service Agreement;

(b) the Services or Equipment; or

(c) oral or written statements, advertisements or promotions relating to the Service Agreement, the Services or Equipment.

Unless otherwise prohibited by applicable law, any arbitration held pursuant to this Section 19 will be conducted in the Province of Manitoba on a simplified and expedited basis by one arbitrator pursuant to the current laws and rules relating to commercial arbitration in the Province of Manitoba.

20. **GENERAL**.

20.1 **Headings**. The headings in this Service Agreement are for convenience of reference only and will not govern or affect the interpretation of any of the terms or provisions of this Service Agreement.

20.2 **Entire Agreement**. The Service Agreement, as may be amended from time to time, constitutes the entire agreement between You and Valley Fiber for the Services and supersedes all prior agreements, written or oral, with respect to the same subject matter.

20.3 **Severability**. If any provision in the Service Agreement is declared to be invalid or in conflict with any such law or regulation, that provision may be deleted or modified, without affecting the validity of the other provisions.

20.4 **Waiver**. Our failure to enforce strict performance of any provision of the Service Agreement does not constitute Our waiver of any provision or right.

20.5 **Enurement**. The Service Agreement enures to the benefit of and is binding on You, Your heirs and Your legal personal representatives and on Your and Valley Fiber's respective successors and assigns.

20.6 **Assignment**. You may not assign or transfer the Service Agreement without Our prior consent. We may assign or transfer all or part of this Service Agreement (including any rights in accounts receivable) at any time without Your prior consent.

20.7 **Survival**. Any provision of the Service Agreement which by its nature is intended to survive termination of the Service Agreement shall survive such termination.

20.8 **English Language Only**. The Service Agreement has been drawn up in the English language at the express request of the parties. La présente convention a été rédigée en anglais à la demande expresse des parties.

20.9 **Governing Law**. The Service Agreement is governed by the federal laws and regulations of Canada and the laws and regulations of the Province of Manitoba.

20.10 **Notice**. We may provide any notice required under this Service Agreement to You using a reasonable method to bring it to Your attention, such as by posting it on valleyfiber.ca, by including it on or with Your bill or by sending it to You by email using the email address You provided when You established Your account with Us. You are solely responsible for ensuring that email address it up to date. To contact Valley Fiber Ltd. regarding the Service Agreement, please call: 1-800-958-5698 Ext. 2 or email: support@valleyfiber.ca.

SCHEDULE "A" – ADMINISTRATIVE CHARGES

In addition to the Charges set out in Your Transaction Agreement, to the extent permitted by applicable law, You may be subject to some of the following administrative charges (the "**Administrative Charges**"). All Administrative Charges are subject to change in accordance with the Terms. All Administrative Charges are subject to applicable taxes and are per occurrence unless We specify otherwise.

Additional charges not set out below may apply depending on the Service ordered and the address where the Services are delivered. We will notify You of any such additional charges prior to being charged. Fees may be lower in certain locations, cases or where required by applicable law.

Administrative Charges	
Type of Administrative Charge	**Amount**
NSF/Returned Payment/Pre-Authorized Payment Denial	$25.00
Reconnection charge (This fee is charged in addition to outstanding amounts due when a customer wants to reconnect an account that has been suspended for non-payment and sent to collections)	An amount equal to 33% of your outstanding charges plus an amount equal to 10% of the total value of all of your Equipment
Equipment non-return Charge	$50/piece of rented Equipment not returned
Usage Charges (use of data in excess of the limit specified in Your Transaction Agreement)	$1 per gigabyte of data
Advanced Features (Specific to Phone)	
Call Waiting	$3/month
Call Forwarding	$4/month
Advanced Call Routing	$5/month
Upgraded Voicemail Services	$3/month

SCHEDULE "B"
ADDITIONAL TERMS APPLICABLE TO PHONE SERVICES

GENERAL PHONE TERMS

1. **High-Speed Internet Requirement:** You will, at your sole expense, maintain a High-Speed Internet connection of sufficient speed for use with our VoIP telephone services.

2. **Landline Requirements:** If you wish to use your Equipment with your existing landline telephone service and your Equipment is capable of doing so, you will, at your sole expense, maintain the landline service. You agree to properly provision the line with your service provider yourself. You will be responsible for paying for any reconfiguration fees and/or monthly payments charged by your landline service provider.

3. **May Not Support x11 Calling:** The Equipment, if not connected to a landline, may not support 311, 511 and/or other x11 services in one or more (or all) service areas (other than certain specified dialing such as 911 and 411, which are discussed elsewhere in this Schedule, and 711, which is used to access telecommunications relay services). To ensure continuing access to all of these services, please have your Equipment, if your Equipment is capable of doing so, connected to a landline.

4. **No 0+ or Operator Assisted Calling:** The Equipment, if not connected to a landline, does not support 0+ or operator assigned calling (including, without limitation, collect calls, third party billing calls, 900 or calling card calls).

5. **Reconfiguration of Telephone Line:** You will be responsible for arranging with your local telephone service company for any reconfiguration of your local telephone service line and for paying any charges from your local telephone service company for such reconfiguration.

6. **Assignment of Phone Number:** If you are using your Equipment without a landline and you have requested a phone number for your Equipment, we will assign you a new phone number. This phone number may or may not be in your local calling area. If the phone number is not in your local calling area, please be aware that others in your local calling area may incur charges when calling you and that the toll charges to call you from another calling area may be different than at your old landline number. If, at any time, you cease to use the Equipment, please notify us immediately so that we can re-use your phone number. If, for whatever reason, you cease to use the Equipment for three months, we reserve the right to reassign your phone number to someone else's equipment. In the event you wish to re-activate your Equipment, we will re-issue you a new phone number, and you may incur re-activation charges.

7. **Number Porting to or from Valley Fiber:** Valley Fiber will use commercially reasonable efforts to facilitate the transfer of phone numbers from your current phone service to Valley Fiber or from Valley Fiber to your new phone service, provided that you transfer your phone number to the other service prior to cancelling your Services. Number porting is subject to availability and coverage will vary from time to time. Valley Fiber's ability to port your current phone number depends upon the cooperation of the third-party phone service provider, and thus Valley Fiber cannot guarantee your current phone number can be ported. If you cancel your Services prior to transferring your phone number to another phone service provider, your phone number may not be available for transfer. You agree that Valley Fiber will not be liable for any change in availability, delay, or failure in the processing of your number transfer, or for the unauthorized transfer of a number you use with the Valley Fiber service.

8. **Number Changes:** Valley Fiber may, from time to time, need to change a telephone number that is assigned to you. Valley Fiber will not be liable for any damages should you need to be assigned a new phone number.

9. **Re-assignment after Termination:** The phone number assigned to your account may be re-assigned if your Services are terminated by you, by Valley Fiber, or by your Reseller, including when your Services are terminated because you returned your Equipment to a Reseller.

10. **Calling Area:** Calls within Canada do not include international calls, or calls to the United States and its territories, or certain other locations within the North American Numbering Plan area, nor do they include calls to content providers (e.g., 900 and/or 976 numbers), premium services (such as 411) or operator assisted calls (such as 0+, 00+). Valley Fiber may choose to block toll calls or charge you for reimbursement of charges associated with calls if such calls result in atypical termination costs and/or surcharges, including, but not limited to, "free" phone conferencing services, "free" call management services, phone chat services, 900 numbers, or recorded messages (such as those promoted in connection with reality TV shows, radio contests, or celebrity-sponsored recordings) or other high-cost destinations within Canada. Your ability to continue to make calls is contingent upon your continuing to subscribe to a High-Speed Internet service.

11. **Voice-to-Text Limitations:** Some Valley Fiber Services provide a function that allows voicemails to be converted to text. You understand and agree that this voice-to-text conversion may not be accurate, and you are responsible for listening to the original voicemail to verify the accuracy of the conversion. Certain Services utilize human-aided conversions and, as a result, the privacy of your message and its content cannot be guaranteed. By subscribing to such Services, you consent to the collection, use and disclosure of your personal information in this manner and you agree to provide any necessary notice and/or obtain any necessary consents where such Services use the personal information of third parties. You hereby release all claims again Valley Fiber and its third-party providers with respect to the voice-to-service.

12. **No Directory Listing for Residential Services:** The phone numbers you get from us will not be listed in any telephone directories. As a result, someone with your phone number cannot use a reverse directory to lookup your address.

13. **Voice Recording and Call Monitoring:** If you utilize any call recording or monitoring service, you acknowledge that there are federal and provincial laws governing the electronic recording of telephone conversations and that Valley Fiber is not liable for any illegal use of the Services. Many jurisdictions require advance notice or consent for electronic voice recording and/or third-party call monitoring. It is your responsibility to understand and comply in full with any such requirements while using the Equipment and/or Services. Valley Fiber makes no representations or warranties with respect to the Service and/or Equipment's compliance with electronic recording laws.

911 SPECIFIC PHONE TERMS

IT IS YOUR RESPONSIBILITY TO INFORM ALL HOUSEHOLD RESIDENTS, GUESTS, USERS AND OTHER PERSONS WHO MAY BE PRESENT AT THE PHYSICAL LOCATION WHERE YOU UTILIZE SERVICES OF THE IMPORTANT DISTINCTIONS AND LIMITATIONS OF INTERNET 911 DIALING CALLS AS COMPARED WITH TRADITIONAL 911 OR E911. YOU SHOULD INFORM ANY ALERT CONTACT OF THE KEY ASPECTS OF THE 911 SERVICES AND THAT THEIR EMAIL AND/OR MOBILE PHONE NUMBER IS LISTED AS A CONTACT FOR THE SERVICE.

1. **"Internet 911 Dialing Calls"** means 911 emergency calls that you place from your home or office via certain Equipment.

2. **Landline 911 Emergency Calling:** If you have a landline connected to your Equipment, 911 calls will be directed through your local telephone service line provided by your local telephone service company. In such case, your 911 calls will be handled by your local telephone service company, not by Valley Fiber.

3. **Alternative Access to 911:** You understand that if you do not maintain a wireline or wireless telephone service, you will not be able to call 911 in the event that your Services are unavailable, such as in the event of any interruption of Services as described in Section 11 of these Terms.

4. **Limitations on Emergency Calling:** Internet 911 Dialing Calls are different than traditional 911 service and Enhanced 911 (E911). With traditional 911 and E911 service, your call is sent directly to the nearest emergency response center. In addition, with E911 service, your callback number and address are visible to operators at the emergency response center. With Internet 911 Dialing Calls, your call is sent to a national emergency call center. The emergency response operator will request or confirm your location and then transfer your 911 call to the emergency responsible center close to your location. You should be prepared to provide or confirm your address and callback number with the operator. Do not hang up unless told directly to do so and if disconnected you should dial 911 again. You authorize us to disclose your name and address to third parties involved with providing 911 emergency services to you, including but not limited to, call routers, call centers, and local emergency centers. See "Important 9-1-1 Information" on the Site for more information.

5. **Reduced Speed for routing or Answering 911 Dialing Calls:** There can be a greater possibility of network congestion and/or reduced speed in the routing of Internet 911 Dialing Calls made utilizing Equipment as compared to traditional 911 dialing over traditional public telephone networks.

6. **Registration of Physical Location Required:** For each phone line or user account that you utilize you must register with Valley Fiber the physical location where you will be using the Equipment with that phone line or user account. Your initial location will be registered as a part of new Equipment registration when you receive a new phone number from us. It is your responsibility to confirm the accuracy of your physical address via your online account if you make any changes, additions, or transfer a phone number to your account. If we cannot validate the address you provide during the registration process, your Internet 911 Dialing Calls will be sent to the national emergency call center as described above. If we continue to fail to validate the address you provide during the registration process, we will terminate your account. If you move the Equipment to another location, you MUST update your physical address in order to ensure the proper functioning of Internet 911 Dialing Calls. In the event that you are not able to speak during the Internet 911 Dialing Call, the call taker would dispatch emergency response vehicles to your last registered address. If you do not update your location, any Internet 911 Dialing Calls you make may be routed to an emergency center near your old address and may result in help being sent to the wrong location. Valley Fiber Services are not intended for use outside of Canada, and if you utilize the Services outside of Canada, you will not have access to emergency calling.

7. **DISCLAIMER OF LIABILITY AND INDEMNIFICATION: WITHOUT LIMITING THE GENERALITY OF THE TERMS, YOU ACKNOWLEDGE THAT WE DO NOT HAVE ANY CONTROL OVER WHETHER, OR THE MANNER IN WHICH, INTERNET 911 DIALING CALLS ARE ANSWERED OR ADDRESSED BY ANY EMERGENCY**

RESPONSE CENTER. WE DISCLAIM ALL RESPONSIBILITY FOR THE ABILITY OF ANY OF THE EQUIPMENT TO CONNECT TO AN EMERGENCY RESPONSE CENTER, THE CONDUCT OF THE EMERGENCY RESPONSE CENTER AND/OR THE NATIONAL EMERGENCY CALLING CENTER. WE RELY ON THIRD PARTIES TO ASSIST US IN ROUTING INTERNET 911 DIALING CALLS TO EMERGENCY RESPONSE CENTERS AND/OR TO A NATIONAL EMERGENCY CALLING CENTER. WE DISCLAIM ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT SUCH THIRD PARTY DATA USED TO ROUTE CALLS IS INCORRECT OR YIELDS AN ERRONEOUS RESULT. WE DO NOT HAVE ANY CONTROL OVER THE ACTIONS OR OMISSIONS OF YOUR ALERT CONTACTS, OR THE INTERNET CONNECTION OR MOBILE TELEPHONE CARRIER SERVICES UTILIZED BY YOU OR YOUR ALERT CONTACTS, NOR WHETHER YOU REGISTER ANY OF THE EQUIPMENT, ENTER IN THE CORRECT INFORMATION WHILE PROGRAMMING ANY OF THE EQUIPMENT ONLINE, TEST THE FUNCTION AND RANGE OF ANY OF THE EQUIPMENT AND THE SERVICES, OR CHANGE THE EQUIPMENT, IF APPLICABLE. NEITHER VALLEY FIBER NOR ITS OFFICERS OR EMPLOYEES MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OR ACTION, ARISING FROM OR RELATING TO INTERNET 911 DIALING CALLS. YOU AGREE THAT YOU WILL NOT RELY ON THE SERVICES FOR ANY LIFE SAFETY OR CRITICAL PURPOSES. MOBILE NOTIFICATIONS REGARDING THE STATUS AND ALARMS ON YOUR EQUIPMENT ARE PROVIDED FOR INFORMATION PURPOSES ONLY – THEY ARE NOT SUBSTITUTE FOR A THIRD-PARTY MONITORED EMERGENCY- NOTIFICATION SYSTEM OR TRADITIONAL 911 SERVICE. YOU SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS VALLEY FIBER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS AND ASSIGNS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE EQUIPMENT OR SERVICES, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINE, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATIONS, ATTORNEYS' FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY RELATING TO INTERNET 911 DIALING CALLS (INCLUDING INCORRECTLY ROUTED INTERNET 911 DIALING CALLS, INCORRECTLY ROUTED 911 ALERT EMAILS OR TEXT MESSAGES, OR INCORRECTLY ENTERED EMAIL ADDRESSES OR MOBILE TELEPHONE NUMBERS FOR THE ALERT CONTACTS), FAILURE OF ANY EMERGENCY SERVICE PERSONNEL TO CALL BACK DIRECTLY TO THE NUMBER FROM WHICH A 911 CALL WAS MADE , AND/OR THE INABILITY OF ANY USER OF THE EQUIPMENT TO BE ABLE TO COMPLETE AN INTERNET 911 DIALING CALL, USE ANY OTHER 911 ALERTS, OR ACCESS OR RECEIVE CALLBACKS FROM EMERGENCY SERVICE PERSONNEL. YOU SHOULD HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES. IF YOU ARE NOT COMFORTABLE WITH THE LIMITATIONS DESCRIBED ABOVE, YOU SHOULD NOT ENABLE AND/OR USE THESE SERVICES.