

Rionet Wireless Terms of Service

These are the terms and conditions that govern your use of Rionet Wireless Inc. Internet services, herein referred to as “Rionet Wireless”.

THESE TERMS INCLUDE PROVISIONS WHICH LIMIT RIONET WIRELESS’ LIABILITY. YOUR USE OF RIONET WIRELESS INTERNET SERVICES CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS.

Rionet Wireless Inc may modify these terms and conditions in accordance with the amendment clause herein.

If you do not wish to be bound to these Terms and Conditions, you shall not access or use Rionet Wireless Internet Service. Any violation of these Terms and Conditions may result in the suspension and/or termination of the service without refund.

1. Definitions. The following definitions shall apply throughout these Terms and Conditions:

“Terms and Conditions” mean these terms and conditions (the “Terms and Conditions”) for Rionet Wireless services and may be amended from time to time by Rionet Wireless.

“Agreement” means the Residential Internet Service and Rental Agreement or the Business Internet Service and Rental Agreement, as the case may be.

“Break Fee” means, where the Customer signs up for a yearly or multi-year agreement, the fee payable in the event that the Customer terminates the agreement prior to the end of Initial Term calculated as the monthly charge for the Services per multiplied by the number of months remaining to the end of the Initial Term.

“Content” means text, images/graphics, audio clips and video, software, music, sounds, HTML code and other materials and services made available through the use of Rionet Wireless’ services..

“Customer”, “You” and “Your” means the person who: (a) is the Primary and/or Secondary Applicant; (b) subscribes for Services from Rionet Wireless; (c) enters into these Terms and Conditions with Rionet Wireless; and (d) is responsible for all activities with respect to the Services.

“Customer Equipment” means any equipment not provided by Rionet Wireless including, but not being limited to computer, monitor, printer, hub and internal network cabling.

“Equipment” refers to the equipment provided by Rionet Wireless to permit access to the service and shall include any equipment provided by Rionet Wireless necessary for the receipt of the Service.

“Force Majeure” means event of fire, flood, earthquake, lightning damage, element of nature, natural disaster, explosions, acts of God, power outages, storms, acts of civil, military, governmental or regulatory authorities, labour disruptions, acts of vandalism, sabotage or other unlawful acts beyond the reasonable control of a Party.

“Initial Term” means in the case of a yearly or multi-year agreement the first year(s) of the agreement, as the case may be.

“Internet” means the world-wide network of computers connected to each other using protocols, which provide a variety of services such as email, web browsing, file transfers and other services.

“Rionet Wireless” means Rionet Wireless Incorporated, its directors, officers, shareholders, employees, contractors, agents and assigns.

“LinkWatch” (Also referred to as “WireWatch”) means an optional protection plan which provides diagnostic services and repair of Provider-owned equipment used by the Customer, and which is governed by the terms of the LinkWatch Protection Agreement.

“Netiquette” means appropriate etiquette expected while using the Internet. The following activities are, without limitation, deemed to be a breach of Netiquette: (a) spamming over the Rionet Wireless network, or over any other network in violation of that network Provider(s)’s acceptable use policy; or (b) generating unacceptable levels of traffic on the Rionet Wireless network; (c) sending messages in any form where the recipient has indicated their desire to not receive such messages; or (d) falsifying, forging or otherwise tampering with any portion of the header or tracking data of any message;

“Personal Information” means information about the Customer such as, but not limited to, name, physical address, email address, birth date and other similar information as may be required by specific circumstances.

“Provider” refers to Rionet Wireless and all of its servants, agents and in the case of Equipment, the manufacturer of said Equipment.

“Services” means any Internet related services, offered by Rionet Wireless to its customers. It includes but is not limited to, services provided for the purpose of (a) accessing the Internet; (b) sending and receiving electronic mail; (c) virtual private networks; and (d) firewalls; and (e) collocation of the Equipment.

“Spam” means the mass electronic distribution of unsolicited, bulk email to individual email accounts or email lists and may also be referred to as “junk email” or “bulk email.”

Without limitation, spam also includes any email Rionet Wireless considers to be unsolicited, fraudulent or illegal, in its discretion.

“Virus(es)” means a program or code that inserts, replicates, and infects another program, boot sector, partition sector or document that supports macros. Viruses may include but are not limited to “worms” and “trojan horses.”

2. Services. You have requested Internet Service(s) (the “Services”) from Rionet Wireless and Rionet Wireless has agreed to provide these Services and provide the equipment required as outlined in your Agreement with Rionet Wireless, or with the Internet plan specified by you to Rionet Wireless either during the registration process or during any upgrade or reconfiguration of the Internet plan’s offered by Rionet Wireless from time to time. The provision of some or all of the Services to you is subject to these Terms and Conditions.

3. Term. These Terms and Conditions shall come into effect on the date of your installation and connection of your Service with Rionet Wireless or on the date you sign and Rionet Wireless enters into the Agreement with you, whichever occurs first (the “Effective Date”) unless otherwise negotiated with you by Rionet Wireless. Subject to the provisions herein, the Services shall be provided for the term (a) specified in the Agreement or (b) specified by you to Rionet Wireless during the registration process, as applicable, and shall be either on a multi-year, yearly, or month to month basis (the “Term”). Services shall continue until terminated in accordance with Section 8 of these Terms and Conditions. Upon expiration of the Term, unless otherwise agreed upon in writing or otherwise specified by your Internet plan, the Services shall continue on a monthly basis, at the applicable month-to-month price until one party provides the other with thirty (30) days written notice of termination. Any such termination is subject to the termination fee prescribed in the Agreement and, where such termination occurs prior to the end of the yearly or multi-year agreement, the Break Fee. Once the contract is signed, Rionet Wireless will not consider a promotion from an alternate providers services a valid reason to void the contract.

4. Charges and Payments.

a) You agree to pay the charges specified by Rionet Wireless for the Services (the “Charges”), together with all applicable taxes. If the Internet plan you subscribe to has a fixed rate through the Term, the Charges shall remain fixed throughout the Term, otherwise the Charges are subject to change upon thirty (30) days prior written notice by Rionet Wireless as documented on the www.rionet.ca. Applicable taxes shall be itemized separately in Rionet Wireless billing statements.

b) You agree to pay by Rionet Wireless’ payment method (i) Pre-authorized payment (“PAP”) which is automatically withdrawn from your account on either the 1st of the month; or (ii) by credit card which is automatically charged against your account monthly based on the “Effective Date”

c) Invoices will be emailed only. Upon request, Rionet Wireless will send the invoices via Canada Post for a fee according to Rionet Wireless' prevailing rate.

d) You warrant that the billing information and email address you have provided to Rionet Wireless is current, true and accurate. You agree to provide timely notice to Rionet Wireless of any change in your billing information and email address, including any change to your automatic payment method, (i) PAP; or (ii) credit card. Rionet Wireless also reserves the right to bill you for: (i) additional equipment purchased, if any; (ii) additional charges for excess use of the whole or any part of the Services, if any; (iii) an amount equivalent to the cost of any Equipment installed by Rionet Wireless for the Services or an amount equivalent to the installation fees in connection with such facilities; (iv) the cost of removing Equipment; (v) the cost of restoring such Equipment to its original condition or of replacing it as provided for in section 10 below; and (vi) the cost of the Equipment if not returned on the date of termination. The Charges and any Additional Charges shall be billed to you on an Rionet Wireless invoice, which shall be due and payable on receipt of the invoice. Rionet Wireless invoice shall be deemed correct and binding upon you unless an objection is received by Rionet Wireless within thirty (30) days of the invoice date. All Charges not paid when due shall bear interest at the current rate of 2% per month calculated from the date of the invoice, You agree not to deduct or set-off any amount from the Charges due to Rionet Wireless under these Terms and Conditions.

e) You agree to keep the specified email address provided to Rionet Wireless active and checked regularly to ensure invoices are received. Failure to provide accurate account, billing information, and email information will NOT be an acceptable reason for non-payment. You will provide Rionet Wireless with 10 days notice if you close or change the email address.

f) You agree to provide to the Technician at the time of installation all information required to setup your account and provide for payment, along with payment for the initial charges, such information and payment to include but not being limited to, (i) first month's service fees; (ii) signed contract; (iii) payment method specific details; (iv) any additional equipment charges as agreed and used by the Technician. Amounts will be confirmed and are subject to correction by the Technician based on the actual work performed.

g) A \$50 fee will be applied to any and all credit cards or electronic fund transfer payments that are declined due to insufficient funds.

h) You agree to pay the Break Fee in the event you terminate a yearly or multi-year agreement prior to the expiration of the Initial Term.

i) In the event you choose to discontinue your services within the 60-day trial period, you will be refunded your installation charge minus a \$250 fee for a qualified representative to remove Rionet Wireless Equipment. This trial period is available to

first time customers only, and only available to Rural Installations. In-Town and promotional installations are not eligible for this refund.

5. Service Address. Services will be provided at the address you specified to Rionet Wireless during the registration process (the "Service Address"). All Customer Equipment requirements necessary for the connection of the Services shall meet the specifications set out by Rionet Wireless, and shall be arranged or provided by you at your own expense.

6. Relocation. In the event that you move your service address, the Equipment must be relocated by Rionet Wireless to a new address serviced by Rionet Wireless, such relocation shall be performed by Rionet Wireless at your expense at Rionet Wireless' prevailing rates and terms including such service charges as may be applicable and these Terms and Conditions shall continue to apply. You shall not permit any party to open, repair, remove, rearrange, modify, or in any way tamper with the equipment provided or rented to you by Rionet Wireless in connection with the Services (the "Equipment"), or to relocate the Equipment from the Service Address without Rionet Wireless' permission.

7. Your Responsibilities.

(a) It is expected that you will represent, warrant and covenant to Rionet Wireless that you shall not:

(i) resell any of the Rionet Wireless Services;

(ii) use the Services to interfere with anything: (1) maintained by Rionet Wireless; (2) belonging to another Internet user; or (3) available on the Internet; without the prior written consent of Rionet Wireless,

(iii) use the Services to upload, transmit, or distribute: (1) anything illegal or anything that may expose Rionet Wireless to civil liability including but not limited to anything that is threatening, abusive, defamatory, obscene, vulgar, offensive, pornographic, sexually explicit, indecent or is likely to expose a person to hatred or contempt; (2) anything that contains a virus or other harmful or destructive element; (3) anything that infringes any other party's intellectual property or privacy rights;

(iv) use the Services for any purpose contrary to the laws of any government having jurisdiction over you or Rionet Wireless.

(v) violate the rules of "Netiquette" while using the Services.

(vi) at the Service Address use any of Rionet Wireless' Internet plans designed for personal and not commercial use to: (1) host configuration servers or multi-user interactive forums; (2) operate a "server" in connection with the Services; or (3) provide

network services to others via the Services. Examples of “servers” includes, without limitation, mail, news, file, chat, web.

(b) You are responsible to ensure that your software and computer equipment meet the current minimum requirements of Rionet Wireless, necessary to use the Services. You acknowledge that from time to time, the computer equipment and/or the software required to access and use the Services may change and as a result, you may be required to upgrade your computer equipment and/or software used to access the Services.

(c) You are responsible for backing up your own emails. Your emails and data stored on the Rionet Wireless network shall remain your property, however, Rionet Wireless may, at its discretion, make backups of any such data and may review, use, disclose or delete data stored on its servers as part of routine or required maintenance, to recover storage space, or as necessary to prevent any disruption of the Services or breach of these Terms and Conditions whether by you or any other person, in connection with any lawful governmental request, or in connection with a claim arising out of a disruption of Services or breach of these Terms and Conditions.

(d) Any UserIDs and passwords issued to you shall be used only by you and those persons authorized by you. You shall not make the UserIDs available to any third party and shall be solely responsible for maintaining the security of your UserIDs and passwords. If you become aware, or suspect that any unauthorized person has obtained or attempted access to your account, then you should immediately notify Rionet Wireless and change your passwords. Rionet Wireless will not assume any responsibility for acts or omissions of you or of any individual who accesses the Services using your passwords and/or UserIDs.

(e) You agree to cause all persons who use the Services through your UserIDs and passwords or computer equipment to observe and comply with these Terms and Conditions. You shall indemnify Rionet Wireless against, any claims, actions or losses that arise, directly or indirectly, from such use.

(f) You shall comply with all current and future policies of Rionet Wireless related to the Services. Rionet Wireless may post notice of such policies at www.rionet.ca, or may send you notice of such policies via email or regular mail.

(g) The registered owner of an account, that being either the Primary and/or Secondary account holder, is responsible for any and all violations of the Terms and Conditions set forth, regardless of who was actually involved in any particular incident.

(h) Any attempt to violate the security, stability, or integrity of Rionet Wireless' computing or network resources, or those of any other organization, will result in immediate and permanent account termination and the notification of the appropriate authorities. This specifically includes such things as port scanning, denial of service attacks, attempts to crack passwords, etc.

(i) You may not use any Rionet Wireless account to threaten, harass, or intimidate other people, companies, organizations, etc.

(j) When sending email messages, you must refrain from activities such as forging headers and sending unsolicited email (commercial or otherwise). If you send SPAM or knowingly propagate a Virus you may be charged a minimum of \$499 in cleanup fees and your account may be terminated.

(k) Under no circumstances shall you hold Rionet Wireless liable for any direct, indirect, incidental, special, punitive, or consequential damages that result in any way from your use of or inability to use the Service or to access the Internet or any part thereof, or your reliance on or use of information services or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance.

(l) You agree that any violation of the terms hereinbefore stated shall result in the immediate suspension and possible termination of the Rionet Wireless' service and this Agreement;

(m) You fully understand that Rionet Wireless cooperates with any and all agencies, including law enforcement, involved in the investigation and/or prosecution of illegal activities.

8. Suspension and Termination.

(a) **By Rionet Wireless.** Rionet Wireless may Suspend:

(i) the Services without notice and without incurring any liability

(b) **By Rionet Wireless.** Rionet Wireless may Terminate:

(i) the Services without notice and without incurring any liability

(ii) upon thirty (30) days prior verbal or written notice to you;

(iii) if you default in the payment of the Charges or any other amount due to Rionet Wireless, and such default continues for a period of five (5) days after notice (either written or verbal) has been given to you;

(iv) if you fail to carry out or perform any covenants, undertakings or obligations imposed on you by these Terms and Conditions (including but not limited to Section 7 of these Terms and Conditions), as determined by Rionet Wireless in its sole and absolute discretion;

(v) if you make an assignment for the benefit of creditors or take any other action for the benefit of creditors, become bankrupt or insolvent, or take the benefit of, or become subject to, any legislation in force relating to bankruptcy or insolvency;

(vi) if Rionet Wireless' equipment is destroyed or so substantially damaged by fire or other catastrophe that it is impracticable to continue to provide some or all of the Services; or

(vii) if Rionet Wireless' network or the operation and/or efficiency of the Services are impaired or affected by your use of the Services, as determined by Rionet Wireless in its sole and absolute discretion.

(viii) Should the Customer become suspended or temporarily disconnected where Rionet Wireless' equipment remains on the premises, a reconnection fee plus applicable taxes will apply unless otherwise arranged through Rionet Wireless.

(viii) If the Services are terminated after a period of suspension, you understand and agree that the contents of all email boxes forming part of the Services will be deleted and you authorize Rionet Wireless to delete any messages or data associated with your account upon termination.

(c) **By Customer.** The Customer may terminate this Agreement by giving Rionet Wireless written or confirmed verbal thirty (30) days notice of termination.

(d) **Responsibilities upon Termination.** In the event of Termination of this Agreement for any reason, by either Rionet Wireless or the Customer, the Customer agrees to fulfill the following responsibilities. On or before the date of termination, the Customer shall remove all Equipment supplied or rented by Rionet Wireless to you in connection with the affected Services, and return the Equipment in good working and reusable order to Rionet Wireless. Failure to return the Equipment prior to the termination date shall result in you being charged the full retail price of such Equipment. You may request that Rionet Wireless remove the Equipment for which you will be charged the prevailing rate for Equipment removal. **YOU ALSO AGREE THAT UPON TERMINATION, YOU WILL PAY IMMEDIATELY, IN ADDITION TO THE CHARGES SPECIFIED HEREIN (I) THE MONTHLY CHARGES RELATED TO THE MONTH IN WHICH THE TERMINATION IS EFFECTIVE WITHOUT ANY PRO-RATED ADJUSTMENT, (II) ANY OVERDUE BALANCE PLUS INTEREST, AND (III) IN THE CASE OF A YEARLY OR MULTI-YEAR AGREEMENT TERMINATED PRIOR TO THE END OF THE INITIAL TERM, THE BREAK FEE. ANY UNUSED PORTION OF THE TERM CHARGES THAT MAY HAVE BEEN PAID ARE NON-REFUNDABLE AND SHALL NOT BE CREDITED TO YOU.**

9. Insolvency or Withdrawal from Market. Either party shall be entitled to terminate this Agreement immediately with one day's written notice in the event of the other party's insolvency, receivership or voluntary or involuntary bankruptcy or in the event that Rionet Wireless ceases to offer the Services. In the event of default by the Customer, any and all payments required to be made to Rionet Wireless by the Customer shall be due and payable immediately.

10. Title to Equipment and Addresses.

(a) Except as otherwise provided for herein, the Equipment shall remain and be the sole and exclusive property of Rionet Wireless at all times, and you shall have no right of property therein except the right to use such Equipment in connection with the Services and pursuant to these Terms and Conditions. You shall not remove, deface or obscure any labels on the Equipment which indicate that Rionet Wireless is the owner. You shall keep such facilities and Equipment free of all levies, liens and encumbrances and shall return the Equipment in good working condition to Rionet Wireless upon termination of the Services. No equipment, apparatus, circuits, devices or services not provided by Rionet Wireless will be attached to or used so as to operate with the Equipment and the Services in any way, whether physical, by induction or otherwise, except as permitted by Rionet Wireless. In addition, you acknowledge and agree that Rionet Wireless owns, and you have no property rights in, all addresses provided to you, specifically static and dynamic IP addresses and email addresses. Rionet Wireless may modify or change such addresses at any point in time and shall in no way be required to compensate you for such changes.

(b) Where the Customer has purchased the Equipment as shown on the Agreement, or on any receipt issued by Rionet Wireless verifying purchase of the Equipment, the Customer is solely responsible for the Equipment, its upkeep and maintenance. No equipment, apparatus, circuits, devices or services not provided by Rionet Wireless will be attached to or used so as to operate with the Equipment and the Services in any way, whether physical, by induction or otherwise, except as permitted by Rionet Wireless. In addition, you acknowledge and agree that Rionet Wireless owns, and you have no property rights in, all addresses provided to you, specifically static and dynamic IP addresses and email addresses. Rionet Wireless may modify or change such addresses at any point in time and shall in no way be required to compensate you for such changes.

(c) You understand that, except where the Customer has purchased the Equipment, Rionet Wireless may register a security interest in the Equipment with the Personal Property Registry of the Province where the Equipment is physically located and the Customer shall not remove the Equipment from the Province without the express consent of Rionet Wireless.

(d) You grant to Rionet Wireless the right to enter in or upon the Customer's premises at any time for the purpose of servicing, replacing, or removing the Equipment. Wherever practical, Rionet Wireless shall give you 24 hours notice of its intent to enter upon your premises. You understand that you may incur a fee levied by Rionet Wireless for any servicing, replacement or removal of the Equipment.

(e) You shall not alter, remove or move Rionet Wireless' Equipment from or within the premises without first giving 24 hours notice to Rionet Wireless.

11. Damage to Rionet Wireless owned equipment.

(a) In the case of damage to, or loss, theft or destruction of, the Equipment, Rionet Wireless shall have the right to require you to pay the cost of restoring the Equipment to its original condition or of replacing it.

(b) You shall be liable for any damage caused by Force Majeure and/or the negligence or fault of you or anyone else while the Equipment is in your possession and you shall be required to pay the full replacement cost of that Equipment. If the Equipment is damaged or defective due to production or failure, which is proven not to be the fault of yours, the Equipment shall be replaced or repaired by Rionet Wireless at no cost to you.

12. Installation and Repair.

(a) Installation of the Equipment may require drilling holes and other modifications to the residence or commercial building where the Equipment is installed. Such modifications are authorized with the full knowledge that if the Equipment is removed Rionet Wireless will not be required to return the building to its original state. Notwithstanding the foregoing, Rionet Wireless shall use reasonable care to minimize modifications required. You are responsible to maintain the Equipment on or in your home or business by ensuring bolts and screws holding the Equipment in place are tight at all times. You are responsible for all acts of God, including and not limited to, the communication radio moving out of alignment due to high winds unless you have the LinkWatch Plan at which time, you will be covered for any service calls related to Force Majeure. You warrant all authorizations for the Installation of Rionet Wireless' equipment to have been obtained prior to Rionet Wireless' schedule Installation date.

(b) If required, you shall provide access to the Service Address to Rionet Wireless or its agent, at a mutually agreeable time, for the purposes of installing, monitoring, modifying or upgrading the Equipment so as to facilitate the provision of the Services.

(c) Rionet Wireless does not warrant that the operation of the Equipment will be uninterrupted or error-free.

(d) Rionet Wireless will maintain the Equipment in good repair throughout the Term in accordance with its normal schedules and practices for remedial maintenance and will respond on a best efforts basis to your request for repair between 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding any Rionet Wireless observed holidays. Should you request, and Rionet Wireless agree, to perform any repair outside of Rionet Wireless' normal maintenance schedules, such repairs will be performed by Rionet Wireless at your expense at prevailing rates for labour, travel and overtime. You acknowledge that Rionet Wireless' ability to maintain the Equipment is dependent upon Rionet Wireless' sources of supply. In the event of inability to obtain replacement parts, or if the Equipment is no longer serviceable due to excessive wear, deterioration, technological obsolescence or by reason of any circumstance beyond the control of Rionet Wireless. Rionet Wireless' obligation is limited to replacing the Equipment with current models when Rionet Wireless is able to source the new equipment from its

manufactures and/or suppliers and Rionet Wireless will not be liable for any loss of service until the replacement equipment is obtained.

(e) Rionet Wireless' obligations hereunder do not extend to any relocation, maintenance, repairs, modifications, or adjustments which may be required, that are due to, resulting from, or related in any way to:

(i) damage, misuse or failure on your part to maintain adequate electrical power, surge suppressor, temperature, or a suitable operating environment for the Equipment;

(ii) the attachment, interconnection or use of the Equipment with accessories, equipment or services not provided by Rionet Wireless;

(iii) an event of Force Majeure;

(iv) vandalism;

(v) long term wear and tear of outdoor equipment due to the failure of the Customer to maintain the outdoor equipment as required by this Agreement;

(vi) interference from other competing wireless radio systems or interference in general;
or

(vii) interference with, changes in or obstruction of line-of-sight requirements of Rionet Wireless, such as by foliage growth or building construction;

(viii) or any other cause that is external to the Equipment.

(f) Any maintenance or repairs performed by Rionet Wireless due to any of the foregoing shall be at your expense at Rionet Wireless' prevailing rates and terms. You shall not change the normal operating environment of the Equipment without obtaining prior authorization from Rionet Wireless. You shall provide Rionet Wireless with timely, obstacle-free and unobstructed access to the Equipment at all times.

13. Safety. Rionet Wireless reserves the right to refuse to commence or continue any work which, in its opinion, would have to be done in hazardous conditions. Rionet Wireless shall not be responsible in any way to you for any refusal to work in or adjacent to hazardous conditions.

14. Internet or it's Content. You understand that Rionet Wireless not operate, control or endorse any information, product or service on the Internet in any way. No representation is made or implied as to the privacy of any information on or passing through Rionet Wireless' network. As well, you understand that some content, products or services available through Services may be offensive to you, may not comply with applicable laws or may cause damage to your computer or network and/or the data, programs or files stored thereon. You understand and agree that neither Rionet Wireless nor any of its affiliates are under any obligation to censor or monitor any content available on the Internet and Rionet Wireless and its affiliates assume no

liability whatsoever for any claims or losses arising from or otherwise related to access or use of such content. You assume total responsibility and risk for access to or use of such content and for use of the Internet by you or anyone using the Services through your computer equipment or by using your UserID and password. You acknowledge that by accessing and using third-party websites you may be agreeing to be bound by the terms and conditions posted on those websites.

15. Access and Monitoring. Rionet Wireless may limit in any way, modify or refuse, the Service or your access to the Services without notice or liability if there is a breach or suspected breach of these Terms and Conditions or of Rionet Wireless' Service Policies or where Rionet Wireless deems such limit, refusal or modification may be advisable to protect itself, its Customers or its network. Without restricting the generality of this discretion, Rionet Wireless may limit the amount of data transfer you are permitted with any Internet plan. Rionet Wireless is not obligated to, but may monitor your use of the Services electronically from time to time, and may use and disclose any information obtained from such monitoring as necessary to identify violations of or enforce these Terms and Conditions or Rionet Wireless' Service Policies, to satisfy any law, regulation or other governmental request, to operate or improve the Services, to protect itself, or its customers or its network.

16. Acceptable Use Policy. You agree to abide by Rionet Wireless' further Terms and Conditions regarding acceptable use ('Acceptable Use Policy') as may be amended from time to time. You are responsible for reviewing the Acceptable Use Policy from time to time and Rionet Wireless reserves the right to amend the Acceptable Use Policy upon giving 30 days notice to the Customer by email. You will be deemed to have accepted any amendments to the Acceptable Use Policy by continuing to use the Service after the expiration of 30 days from the date the notice is sent by Rionet Wireless.

17. Fair Use. Rionet Wireless network is actively managed to ensure current and future capacity. Network planning is an ongoing exercise to ensure sufficient capacity to continue adding new customers to the network. Through state-of-the-art traffic pattern analysis, the Rionet Wireless' network is able to adapt to heavy use conditions in real time, should heavy network utilization occur. The traffic management system ensures that the highest priority traffic (e.g. VoIP telephone usage, interactive services and web sites, etc.) is always available at full network speeds, while lower priority traffic (e.g. download services, BitTorrent, etc.) continue to run using the available excess capacity. Under normal network conditions, all services will be available at full speeds for all customers. Rionet Wireless' network engineers evaluate network utilization on an ongoing basis to ensure that we plan sufficient upgrades to guarantee capacity for customers now and in the future.

18. No Warranty. The repair and replacement provided for in Section 11 represents Rionet Wireless' entire liability. This repair and replacement is provided in lieu of all warranties. You acknowledge that the services are not warranted to be error-free or uninterrupted and may be subject to unscheduled and unannounced outages and

breakdowns that may not be rectified promptly, and the Services are provided “as is” and “as available” without warranties or conditions of any kind. Any warranties, representations or guarantees not specifically contained in these Terms and Conditions are expressly disclaimed by Rionet Wireless; and its agents to the maximum extent allowed by law, as are any other warranties, representations or conditions of any nature whatsoever, either express or implied; including without limitation, any warranty, representation or condition of fitness for a particular purpose or of merchantable quality. Without limiting the generality of the foregoing, Rionet Wireless and its agents do not guarantee or warrant:

- (a) that the Services or any of them, will perform in any particular manner;
- (b) that any data or files sent by or to you will not be intercepted, will be transmitted in uncorrupted form or will be transmitted within a reasonable period of time;
- (c) the deletion, misdirection or delay of your email, records or data;
- (d) that other internet users will not gain access to any of your computer equipment or files;
- (e) that any content or other material accessible using the Services are free from viruses or other harmful components; or
- (f) that you or any other user of the Services will not be exposed to or affected by computer or software viruses.

19. Limitation of Liability. Except for physical injuries, death, or damage to tangible property directly caused by the negligence of Rionet Wireless, you agree that Rionet Wireless and its agents shall not be liable to you or to any person claiming through or under you for any losses, demands, claims or damages whatsoever, no matter wherever or however caused; nor for any indirect, special, consequential, incidental, economic, punitive or other damages of any kind (including, without limitation, loss of data or programs, business interruption, loss of income, loss of profit, or failure to realize expected savings or any other commercial or economic loss) arising directly or indirectly from the services, the equipment, the use or intended use of the services or equipment, or these Terms and Conditions. The foregoing shall apply even if Rionet Wireless and its agents had been advised, had knowledge of, or reasonably could have foreseen, the possibility of such loss, demand, claim or damage, and regardless of whether the cause of action arose from breach of contract (including fundamental breach or otherwise), negligence or any other theory of law or equity.

The Services are provided on an “as is, as available” basis and no warranties, express or implied, including but not limited to those relating to merchantability or fitness or a particular purpose, are made with respect to the Services or any information or software therein.

Without limiting the generality of the foregoing, the foregoing limitation of liability includes, but is not limited to losses, demands, claims or damages arising directly or indirectly from:

- (a) the performance or non-performance of any of the Services or any Equipment;
- (b) defects in Equipment or facilities supplied by Rionet Wireless and/or its agents, service providers, suppliers and contractors;
- (c) any interruptions, errors or delays in the provision of the Services or the transmission of data using the Services;
- (d) the continued provision of the Services contrary to your request;
- (e) any fault, bug, virus or other damaging element that may be in the programs provided by Rionet Wireless and/or its agents, service providers, suppliers and contractors or otherwise transmitted to you through the services; (f) any loss or damage to your files or data;
- (f) any loss or damage to your files or data;
- (g) any damage to your computer, network, server or other device connected, directly or indirectly, to any of the Equipment or to the Services;
- (h) the Customer's use of Rionet Wireless' technical support services; or
- (i) the content of materials retrieved from or sent to any other party through use of the Services.

You acknowledge that third parties provide information, software, communication links and other content that may be accessed through the Services. You expressly acknowledge that the provisions of this indemnity shall also apply to third party content.

You acknowledge that where you allow children to access or utilize the Services, Rionet Wireless cannot monitor or control the information accessed by individual users. You assume all responsibility for monitoring any children using the Services at your premises and the indemnity contained herein shall apply where the Services are accessed by children at your premises.

You acknowledge that the above limitation of liability is reasonable in light of the amount paid for the Services and agree that where there is a claim for damage to tangible property caused directly by the negligence of Rionet Wireless and/or its agents; or if, notwithstanding the foregoing, Rionet Wireless and/or its agents shall be found liable in any way; Rionet Wireless' and its agents cumulative liability to you or any person claiming through or under you shall be limited to the amount paid by you for the Services during the previous one (1) year period which shall be the agreed upon

damages and shall be your exclusive remedy, and you shall indemnify and save Rionet Wireless and its agents harmless against any claims in excess of this amount.

20. Indemnity. Notwithstanding any other terms, conditions and covenants contained in this agreement, you shall be solely responsible and liable for; and you shall promptly indemnify and hold harmless Rionet Wireless and its agents from and against all claims, demands, losses, damages, causes of action, expenses and costs (including reasonable attorney's fees) (collectively "claims"), that may be brought against Rionet Wireless and its agents or incurred by Rionet Wireless and its agents arising or resulting from:

(a) the breach of any covenant, term or condition of this agreement, whether by you or by any person accessing the services with your userid and password or your computer equipment

(b) Rionet Wireless attempting to enforce or enforcing any provision of this agreement;

(c) Rionet Wireless attempting to recover or recovering any charges or any damages for breach of any covenant, term or condition herein;

(d) claims by those to whom you provide services; and

(e) claims arising out of or from your use of the Equipment or Services; or from the material, data or other content contained in the transmissions sent by you using the Services; including, without limitation:

(i) claims for defamation;

(ii) claims of infringement of copyright, trademark or other intellectual property rights of any third party; or

(iii) claims of a breach of contractual rights of any third party.

All remedies conferred upon Rionet Wireless and its agents, service providers, suppliers, and contractors shall be deemed to be cumulative, and no remedy is exclusive of any other remedy, or of any other remedy conferred by law.

21. Age. You certify that you are 18 years of age or older to register for Rionet Wireless Services. If you are under 18 years of age, registration must be completed by a parent or guardian.

22. Privacy.

You acknowledge that Rionet Wireless collects, uses and discloses personal information for the purposes identified in the Rionet Wireless Code for Fair Information Practices (the "Rionet Wireless Privacy Code"). These purposes are:

- (a) to establish and maintain responsible relations with customers and to provide ongoing service;
- (b) to understand customer needs;
- (c) to develop, enhance, promote or provide products and services;
- (d) to manage, develop, transfer or assign Rionet Wireless' business and operations;
- (e) to meet legal and regulatory requirements.

You hereby consent to Rionet Wireless collecting, using and disclosing your personal information in accordance with the Rionet Wireless Privacy Code. The entire Rionet Wireless Privacy Code may be viewed on Rionet Wireless' website at www.rionet.ca, or will be provided upon request.

23. Electronic Nature of Terms and Conditions. By using the Services you are expressly consenting to these Terms and Conditions being binding upon you without the need for a signature by either you or Rionet Wireless. You agree that a printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records generated and maintained in printed form by Rionet Wireless.

24. Amendment. Rionet Wireless may amend this Agreement and the Fees chargeable hereunder at any time by posting the revised Agreement on its web site at www.rionet.ca and by emailing to you notice of the amendment. The amendment shall be effective within thirty (30) days of so posting and emailing, whichever comes first. Your continued use of the Services after posting constitutes your acceptance of the amended Terms and Conditions.

25. Severability. If any term or provision of this Agreement is determined to be invalid, illegal or unenforceable in whole or in part, such invalidity, illegality or unenforceability shall not affect any other provision of these Terms and Conditions.

26. Interpretations. Wherever necessary or appropriate in these Terms and Conditions, the plural shall be interpreted as singular, the masculine gender as feminine or neuter and vice versa; and when there are two or more persons bound by the User's covenants contained in these Terms and Conditions, their obligations shall be joint and several.

27. Waiver. Rionet Wireless' failure to insist upon or enforce strict performance of any Term or Condition in this policy shall not be construed as a waiver of any Term or Condition or Right.

28. Technical Support. Rionet Wireless supplies free telephone technical support to you to the demarcation point. Rionet Wireless installers will ensure that the Service is operating at the time of installation, but does not provide technical support for Customer owned equipment, or for software not supplied by Rionet Wireless. Rionet Wireless does not provide support for websites, email services, or any other service except those operated by Rionet Wireless. All other problems will be referred to their respective product manufacturers.

29. Service Calls. If Rionet Wireless conducts a Service Call to your premises and it's deemed that Rionet Wireless or Rionet Wireless' equipment caused the problem then the Service Call is free. If the problem cause is unrelated to Rionet Wireless, then Rionet Wireless will charge its normal hourly fee to you. Radio realignments or other acts of God or Mother Nature that require Rionet Wireless to reestablish Service for the you will be billed at a set fee or at our standard hourly plus materials fee.

30. Full Installation Requirements: You acknowledge and agree that Rionet Wireless will supply and install a radio. Rionet Wireless assumes no liability whatsoever for any damages to or loss of any software, files, or data, or any personal computer warranty infringements due to equipment installation.

31. Dispute Resolution. In the event of any dispute, controversy, claim or alleged breach respecting this Agreement which cannot be resolved (each a "Dispute"), the Dispute shall be submitted to arbitration. The arbitration shall be conducted in accordance with the The Arbitration Act (Manitoba), by a single arbitrator appointed by a Justice of the Manitoba Court of Queen's Bench. The decision of the arbitrator shall be final and binding upon the parties and the expense of the arbitration shall be paid as the arbitrator determined.

32. Credit Check and Security Deposits. Rionet Wireless reserves the right to examine the credit record of all prospective or existing Customers and to require a security deposit as a pre-condition to providing or continuing Services. The Customer hereby consents to Rionet Wireless or its representatives performing such a credit check, subject to applicable legislation. Any Customer whose Service has been disconnected for nonpayment of any amounts due to Rionet Wireless will be required to pay any unpaid amounts in full, including accrued interest, before Service is restored. In addition, Rionet Wireless may require a security deposit from the disconnected Customer wishing to re-establish Service. The amount of the security deposit shall be calculated as equivalent to the Customer's then current monthly Fees plus an amount equal to any costs associated with the establishment (or reestablishment) of the Service. After 180 days of Service the account will again be reviewed, and in the event all Charges have been paid according to the terms of the Agreement, then the security deposit may, at Rionet Wireless' sole discretion, be refunded in full or credited to the Customer's account. Simple interest, based on the monthly savings account rate of a financial institution selected by Rionet Wireless, will be paid on all sums retained by Rionet Wireless for the security deposit.

DISCLAIMER

Rionet Wireless intends for the Content on the Site to be accurate and reliable, however, since the Content has been compiled by Rionet Wireless from a variety of sources, it is provided to you “as is” and “as available”. Rionet Wireless assumes no responsibility to you or any third party for any errors or omissions of any kind in the content, and disclaims all warranties and/or conditions, express or implied, as to the content and to any matter relating to the site, including, but not limited to, implied warranties and/or conditions of non infringement, merchantability and fitness for a particular purpose.

Rionet Wireless RECOMMENDS YOU PRINT OUT A COPY OF THESE TERMS AND CONDITIONS FOR YOUR REFERENCE.

Rionet Wireless

www.rionet.ca

1-800-594-9019

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