



TERMS OF SERVICE

1. Agreement. These terms and conditions ("Terms of Service") set out the rights, obligations and limitations of OmniGlobe Broadband Inc. ("OGB" or "us" or "we" or "our") and you, the Customer, for products ("Customer Equipment") and services OGB provides to you that are not regulated by the CRTC (collectively "Services"). These Terms of Service, together with (i) your OGB invoice for the Services and all terms listed therein; (ii) all applicable OGB service rules and policies referenced in these Terms of Service or to which you may be directed when you order or use the Services; and (iii) any specific terms attached at any time or incorporated by reference into these Terms of Service (all collectively, "Documents"), form our agreement with you ("Agreement"). Unless otherwise specified herein, the Terms of Service will prevail to the extent of any conflict or inconsistency between the Documents and the Terms of Service. If you have signed or accepted a separate agreement with OGB related to the Services, then that agreement applies. Neither you nor a OGB sales or customer service representative, agent, dealer or employee may change this Agreement without formal authorization from OGB. The Customer is solely responsible for the use of the Services by it and other users ("Users") and shall: (a) take all necessary measures to ensure that the Services are used in accordance with this Agreement and (b) be liable for all consequences resulting from any breach of this Agreement. Customers and all Users are referred to as "you" in this Agreement.

2. Charges, Billing & Payment. You shall pay all applicable monthly service rates, access fees, usage charges, installation fees and/or activation fees, and other amounts, fees and charges, if any, together with all applicable taxes, identified to you when you purchase the Services or as otherwise identified to you by OGB from time to time ("Charges"). Unless otherwise set out on your OGB invoice, Charges will commence on the date of the initial activation of the Services. OGB will bill you monthly, in advance, and you are liable for and shall pay OGB when due, on a monthly basis, all invoiced Charges. Allow adequate time (typically 5-7 days if pay by mail or financial institution) for your payment to reach us and for us to process your payment before the required payment date. OGB may bill you for any Charge up to 12 months from the date that Charge was incurred. If payment is not received by OGB before your next invoice date, or within 30 days of the date of any final invoice if the services have been terminated, you will be charged interest on the balance owing at a compound interest rate equal to 2% per month (26.82% per year), calculated and compounded monthly from the invoice date ("Late Payment Charge"). OGB may change the Late Payment Charge from time to time. If you question or dispute any Charge, you must do so within 90 days of the disputed invoice date; otherwise, you will be deemed to accept all Charges. Unless otherwise set out on your invoice, no Charge disputed by you will be considered past due unless OGB reasonably believes your dispute is to evade or delay payment. Administrative charges, as set by OGB from time to time, may be assessed against you for administrative or account activities including collection efforts due to your non-payment or having a balance over your credit limit; returned or rejected payments; change of any personal identifier information; suspension, disconnection or restoral of Services. All administrative fees charged to you will form part of the Charges owed by you to OGB under this Agreement. You will ensure that your billing and payment information provided to OGB (including name, mailing address, residency, address, telephone number, credit card and bank account) remains current at all times. If you provide a credit card, bank account, or other pre-authorized payment method to OGB to make your monthly payments, you authorize OGB to charge your credit card or bank account the amount of any outstanding amounts and all Charges due under this Agreement.

3. Amendments/Changes. To the extent not prohibited by applicable law, OGB may change the Services and/or this Agreement, including changing applicable charges, fees or other obligations; or any feature, content, structure or other aspect of any of the Services from time to time. OGB will notify you at least 30 days in advance of any change to this Agreement and material change to your

Services by sending notification to you. If you do not accept such change, your sole remedy is to terminate the Service to which such change applies. Such termination would be effective immediately, and you would not be required to pay for the amended services, but only the balance of service based on your current service subscription. If you continue to use the Services after any such change is effective, to the extent not prohibited by applicable law, you expressly agree that you: (i) will be deemed to have accepted the change, with no additional written agreement or express acknowledgement required; (ii) specifically waive all statutory requirements for notice and express acceptance of such change except for those provided in this section; and (iii) will be responsible for the payment of all Services.

4. **Termination of Services and Default.** You may contact OGB at the OGB Ontario Service Center (see end of Agreement) to terminate any Service. Termination is effective 30 days from the date you contacted OGB. You will be charged the applicable Charges for that 30 day termination period, based on a pro-rated amount for the portion of the month until expiry. OGB may without liability stop providing you with any or all of the Services and/or terminate this Agreement for any reason upon a minimum of 30 days prior written notice to you. If you breach any part of this Agreement, OGB may, as permitted by law and without liability: (a) demand entry to your premises and take immediate possession of or require you to promptly return in proper working order and in good condition all OGB Equipment provided in connection with the Services; (b) accelerate all Charges and other amounts under this Agreement as due and owing as of the date of termination; and (c) terminate all Services and this Agreement by written notice to you and specify a final payment date for all amounts owing by you hereunder not earlier than 10 days (or such other date as is permitted by law) from the date of such notice.

5. Suspension of Services. Upon reasonable advance notice to you, OGB may suspend any Service for a breach of this Agreement. Suspension does not change your obligation to pay for the Services previously provided.

6. **Special Payment Terms; Deposits and Alternatives.** In exceptional circumstances, OGB may require you to pay the Charges on an interim basis, despite your monthly billing cycle, and you shall pay on or before the stipulated due date to avoid termination or suspension of your Services. OGB may require deposits from you at any time if you: (a) have no credit history with OGB and do not provide satisfactory credit information; (b) have an unsatisfactory credit rating with OGB due to payment practices in the previous 2 years regarding any OGB Services; or (c) present an abnormal risk of loss. Deposits will earn simple interest based on Bank of Montreal's monthly savings account rate in effect from time to time, calculated monthly on the last day of your monthly billing period, prorated for any partial month OGB holds the deposit. When the Services are terminated or the conditions justifying the deposit are gone, OGB will apply the deposit and any earned interest against the outstanding Charges or other amounts owing by Customer, and thereafter refund to Customer any balance of the deposit, plus interest, if any, earned.

7. **Obligation to Provide Service.** OGB may at any time refuse without liability to provide any Services to you where OGB would have to incur unusual expenses such as, but not limited to, securing rights of way or for special construction. OGB may proceed to provide such Services to you if, upon OGB's request and agreement, you agree to pay an amount in respect of such expenses. Any such agreement shall be in writing and signed by you and OGB.

8. **Connections and Non-OGB Equipment.** You must supply, install and maintain all facilities, software and equipment not provided by OGB ("Non-OGB Equipment"). You are responsible for all disruptions and damage caused by Non-OGB Equipment, including any effect on other customers' ability to receive OGB services, and OGB may take any action which it considers necessary to address that effect, including charging you for any costs that may ensue to remedy such effect. You are solely responsible for the state of and all access to Customer Equipment, maintenance of security and privacy and all other risks involved in connection with the Customer Equipment.

9. **OGB Equipment; OGB Right to Enter Premises.** All OGB Equipment (meaning any device, equipment or hardware owned or supplied by OGB and used in connection with the Services) will always remain OGB's property and you will: (i) take reasonable care of the OGB Equipment; (ii) not sell, lease, mortgage, transfer, assign or encumber the OGB Equipment; (iii) not move or re-locate

the OGB Equipment, and (iv) immediately return all OGB Equipment to us at your cost upon termination of the Services to which the Equipment related. If you fail to comply with these obligations, you will pay us the undiscounted retail value of the OGB Equipment, together with any costs incurred by us in seeking possession of the OGB Equipment. Failure to do so will result in certain charges to you, as identified to you when you received such OGB Equipment. OGB will provide maintenance and repairs to OGB Equipment as required due to normal wear and tear. Additional charges may apply for maintenance and repair work performed outside of regular working hours. You may also be charged for the cost of repairing or replacing the OGB Equipment if you have deliberately, negligently or by virtue of lack of reasonable care, caused loss, theft or damage to the OGB Equipment. In all cases, you are liable for all damage caused to OGB Equipment and facilities by you or by customer-provided equipment. You must immediately notify OGB of any loss, theft or damage of or to OGB Equipment. OGB may demand entry to the premises on which the Services are, or are to be, provided, to install, inspect, repair, maintain, or remove the OGB Equipment, or to maintain, protect, investigate, modify or improve the operation of the Services, or to inspect and perform necessary maintenance in cases of network affecting disruptions involving customer-provided facilities. You will obtain and provide to OGB consents from all necessary persons, except in emergencies or pursuant to a court order.

10. Restrictions on Use of Service. You shall not:

- a) Use the Services for anything other than your own personal use or business use as agreed with OGB. You may not resell the Services, receive any charge or benefit for the use of the Services, or share or transfer the Services;
- b) Use the Services or permit them to be used for a purpose or in a manner that is contrary to law, for any illegal purpose, including criminal offences, intellectual property infringement, harassment or interference with network operations; or to make annoying or offensive calls;
- c) Use the Services or permit them to be used so as to prevent a fair and proportionate use by others;
- d) Re-arrange, disconnect, remove, repair, modify or otherwise interfere with any Services, OGB Equipment or OGB facilities;
- e) Attempt to receive any Service without paying the applicable fees and charges; and/or
- f) Use any of the Services in a manner which bypasses, or attempts to bypass, OGB's network.

11. Customer Liability for Calls.

In the event that telephone service is provided by OGB using Voice over Internet ("VoIP") technology, you acknowledge that you understand that this service provides no capability for direct calling to the 911 emergency services. Furthermore, you are responsible for all calls originating from, and charged calls accepted at, your telephone(s), using VoIP regardless of who made or accepted them.

12. Confidentiality of Customer Records; Personal and Credit Information. Unless you provide express consent, or disclosure is pursuant to a legal power, or is required in a medical, legal or security emergency or where there appears to be imminent danger to life or property and your consent cannot be sought in a timely manner, all information OGB keeps about you, other than your name, address and listed telephone number, is confidential and will not be disclosed by OGB to anyone other than: (a) you; (b) a person who, in OGB's reasonable judgment, is seeking the information as your agent; (c) another telephone or Internet service provider ("ISP") company who provides you with telephone service, Internet service, or a company involved in supplying you with telecommunications, telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; or (d) an agent retained by OGB for the re-sale of Internet service, or in the collection of your account, provided the information is required for, and is to be used only for that purpose. OGB protects your personal information in accordance with the OGB Customer Privacy Policy. You will be deemed to have given your express consent where you provide: written consent; oral confirmation verified by an independent third party; electronic confirmation through the use of a toll-free number; electronic confirmation via the Internet; oral consent where OGB retains an audio recording of the consent; or consent through other methods, as long as an objective documented record of your consent is created by you or an independent third party.

13. Warranties. OGB makes no warranties, representations, guarantees or conditions of any nature whatsoever, expressed or implied, including any warranty, representation, guarantee or condition of fitness for a particular purpose, merchantability, title or non-infringement, with respect to any of the

OGB Equipment, the Customer Equipment (except as provided below) or the Services, and all warranties, representations, guarantees and conditions, expressed and implied, are, to the extent permitted by applicable law, hereby excluded. Customer Equipment is subject to the terms and conditions of any manufacturers' warranty or extended warranty plan you may have obtained on the purchase of the Customer Equipment. None of the Services are guaranteed to be error-free or uninterrupted and OGB shall not be liable to you or any other person for any damages, whether direct, indirect, special, consequential, exemplary, incidental, or any kind or for any reason whatsoever, arising out of any Service.

14. Limitation of OGB Liability. 'OGB'S AND ITS PROVIDERS' LIABILITY FOR NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHER CAUSES OF ACTION, INCLUDING FUNDAMENTAL BREACH, TO THE EXTENT PERMITTED BY APPLICABLE LAW IS LIMITED TO PAYMENT, UPON REQUEST, FOR ACTUAL AND DIRECT DAMAGES OF A MAXIMUM AMOUNT OF THE GREATER OF \$20 AND AN AMOUNT EQUAL TO THE SERVICE FEES PAYABLE DURING ANY SERVICE OUTAGE. OTHER THAN THE FOREGOING PAYMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL OGB (OR ITS PROVIDERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, ECONOMIC, EXEMPLARY OR PUNITIVE DAMAGES INCLUDING LOSS OF DATA, LOSS OF INCOME, LOSS OF PROFIT OR FAILURE TO REALIZE EXPECTED SAVINGS ARISING DIRECTLY OR INDIRECTLY FROM OGB'S (OR ITS PROVIDERS') NEGLIGENCE OR BREACH OF CONTRACT (INCLUDING FUNDAMENTAL BREACH OR OTHERWISE). Without limiting the generality of the foregoing, OGB is not liable for: (a) any act or omission of a telecommunications carrier whose facilities are used in establishing connections to points which OGB does not directly serve; (b) defamation or copyright infringement arising from material transmitted or received over OGB's facilities; or (c) infringement of patents arising from combining or using customer-provided facilities with OGB's facilities. The limitations of liability set out above do not apply to damages resulting from physical injuries, death or damage to your premises or other property wholly caused by OGB's negligence.

15. General. This Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by applicable federal laws and regulations of Canada and only those laws and regulations of the province or territory in which your designated billing address is located, that are applicable to it. In the case of a subscriber moving to a new province or territory, and continuing service with OGB, then the new designated billing address location shall dictate which provincial or territorial laws and regulations shall be in effect. This Agreement is subject to amendment, modification or termination if required by such laws or regulations. If any provision in this 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 its other provisions. This Agreement including the Documents, as amended, constitute the entire agreement between you and OGB and supersedes all prior agreements, written or oral, with respect to the same subject matter. Except as expressly stated herein, this Agreement cannot be modified or amended by waiver, course of dealing or otherwise. OGB may transfer or assign all or part of this Agreement including any rights in accounts receivable at any time without prior notice or consent, but Customer may not assign or transfer this Agreement, its account or any Service without OGB's prior written consent. This 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. Your use of the Service represents evidence that you accept and agree with the terms and conditions of this Agreement. OGB is not responsible for failing to meet obligations due to causes beyond its reasonable control, including all force major events. The word "including" means including without limitation.

16. Intellectual Property. All trademarks, copyrights, brand concepts, names, logos and designs used by us are intellectual property assets, registered or unregistered, off or used under license by, OGB or its affiliates. All are recognized as valuable assets of their respective owners and may not be displayed or used by you in any manner for commercial purposes or copied in any manner whatsoever for any purpose.