

THE FOLLOWING ARE THE TERMS AND CONDITIONS THAT GOVERN YOUR USE OF SIMPLY Connected INTERNET SERVICE AND INCLUDE **LIMITATION OF LIABILITY** PROVISIONS. YOU ARE DEEMED TO HAVE ACKNOWLEDGED AND CONSENTED TO THESE TERMS AND CONDITIONS BY YOUR USE OF SIMPLY CONNECTED 'S INTERNET SERVICE. IF YOU CONTINUE TO USE SIMPLY Connected INTERNET SERVICE WITHOUT READING THESE TERMS AND CONDITIONS, YOU ARE STILL DEEMED TO HAVE AGREED TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS WITHOUT LIMITATION. SIMPLY Connected RECOMMENDS YOU PRINT OUT A COPY OF THESE TERMS AND CONDITIONS FOR YOUR REFERENCE. YOU MUST BE 18 YEARS OF AGE OR OLDER TO REGISTER FOR INTERNET SERVICES FROM SIMPLY Connected. IF YOU ARE UNDER 18 YEARS OF AGE, REGISTRATION MUST BE COMPLETED BY A PARENT OR GUARDIAN.

1. SERVICES. You have requested **SIMPLY Connected** Information Services. **SIMPLY Connected** has agreed to provide, certain Internet service(s) (the "Services") in accordance with your written agreement with **SIMPLY Connected**, or with the Internet plan specified by you to **SIMPLY Connected** either during the registration process or during any upgrade, as such Internet plan may be amended from time to time. The provision of some or all of the Services to you is subject to availability and to these terms and conditions (the "Terms and Conditions").

2. TERM. These Terms and Conditions shall apply to you either on the date you first activate your account with **SIMPLY Connected** by logging on to the **SIMPLY Connected** Network using the provided Residential Subscriber Unit (RSU) or on the date you sign and **SIMPLY Connected** accepts an agreement for the Services, whichever is applicable (the "Effective Date"). Subject to the provisions herein, the Services shall be provided for the term

(i) specified in your written agreement with **SIMPLY Connected**, or

(ii) required by your Internet plan, or

(iii) specified by you to **SIMPLY Connected** during the registration process, as applicable, and shall be either on a month to month, yearly or multi-year basis (the "Term"). Services shall continue until either party terminates the Services according to these Terms and Conditions or by providing at least thirty (30) days prior notice to **SIMPLY Connected**. **SIMPLY Connected** will accept verbal notice of termination however, **SIMPLY Connected** reserves the right at any time to require that written notification be provided as set forth in section 20 herein. Upon expiration of the Term, unless otherwise agreed upon in writing or otherwise specified by your Internet plan, the Services shall continue on a month-to-month basis, at the applicable month-to-month price until one party provides the other with thirty (30) days written notice.

3. CHARGES AND PAYMENT. You agree to pay the charges specified by **SIMPLY Connected** for the Services (the "Charges"), together with all applicable taxes. If the Internet plan you subscribe to is one with a fixed rate through the Term, the Charges shall remain fixed throughout the Term otherwise the Charges are subject to change upon the provision of thirty (30) days prior written notice given by **SIMPLY Connected** to you of the change. Applicable taxes shall be itemized separately in **SIMPLY Connected** billing statements. The Charges shall be billed to you in **SIMPLY Connected**'s billing statements, which shall be due and payable within ten (10) days after the date of the billing statement. **Charges will be billed monthly in advance** for all terms and may either be billed monthly or annually in advance for annual terms, and monthly or annually in advance for any term over one year pursuant to **SIMPLY Connected**'s policy in respect of the particular Internet Plan the Customer has subscribed for. Additional charges for excess use, if any, shall be billed to the Customer monthly in **SIMPLY Connected**'s billing statements, which shall be due and payable within ten (10) days after the date of the billing statement. All Charges not paid when due shall bear interest at the rate specified in **SIMPLY Connected**'s billing statements from time to time. Upon termination of this Agreement for any reason whatsoever, as applicable, you agree that

(i) monthly Charges and any interest shall become immediately due and payable, or

(ii) any unused portion of the annual Charges that may have been paid are non-refundable and shall not be credited to you. If you have requested a change from an annual agreement to a month to month agreement, then such unused portion of the annual charges may be applied to the monthly Charges to be billed to you where applicable. You agree not to deduct or set-off any amount from the monthly Charges or annual Charges due to **SIMPLY Connected** under this Agreement.

4. SERVICE ADDRESS. Services will be provided at the address specified by you to **SIMPLY Connected** during the registration process (the "Service Address"). All facilities, electrical requirements and any other equipment or facilities required in connection with the Services shall meet the specifications and requirements prescribed by **SIMPLY Connected**. Should you request **SIMPLY Connected** to relocate the Services to a new address serviced by **SIMPLY Connected**, such relocation shall be performed by **SIMPLY Connected** at your expense at **SIMPLY Connected**'s prevailing rates and terms including such service charges as may be applicable and these Terms and Conditions shall continue to apply. **SIMPLY Connected** shall have no obligation to relocate the Services to a service address outside the service area.

5. CUSTOMER RESPONSIBILITIES.

(a) You represent, warrant and covenant to **SIMPLY Connected** that you shall not:

(i) resell for profit or non-profit any of Services, except with the written consent of **SIMPLY Connected**;

(ii) access any computer, system or part of a system, software, data or any confidential, copyright, trademark or patent protected material of any other person without the consent of such person, nor seek by any means whatsoever, information regarding the personal identification, or password of any other user of the Services or the Internet without the consent of such person;

(iii) use the Services to interfere with anything:

(1) maintained by **SIMPLY Connected**;

- (2) belonging to another Internet user; or
- (3) available on the Internet; without the prior written consent of **SIMPLY Connected**;
- (iv) develop or use programs, or use the Services in a manner that adversely affects or impacts other Internet users, the Services, or any part of the **SIMPLY Connected** network;
- (v) use the Services to upload, use, transmit, distribute or store:
 - 1. anything illegal or anything that may expose **SIMPLY Connected** to civil liability as determined by **SIMPLY Connected** in its sole and absolute discretion including but not limited to anything that contains profane language or is threatening, abusive, libelous, 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;
- (vi) use the Services for any purpose contrary to the laws of any government having jurisdiction over you or **SIMPLY Connected** including, without limitation, those regarding export control;
- (vii) violate the rules of "netiquette" while using the Services. For the purpose of these Terms and Conditions, "netiquette" is defined as appropriate etiquette expected while using the Internet, as determined by **SIMPLY Connected** in its sole and absolute discretion. It includes any activity that **SIMPLY Connected** determines in its sole and absolute discretion to be improper use of the Services, such as without limitation:
 - 1. spamming (i.e. the sending of unsolicited, commercial messages or communications in any form) either over the **SIMPLY Connected** network, over any other network where the message sent advertises or mentions a site posted on the **SIMPLY Connected** network, or over any other network in violation of that network provider's acceptable use policy; or
 - 2. generating unacceptable levels of traffic on the **SIMPLY CONNECTED** network or the network of any other party, including but not limited to, **SIMPLY Connected's** suppliers; or
 - 3. sending messages or communications in any form where the recipient has indicated their desire to not receive such messages or communications.
- (b) You are responsible to ensure that your computer system and programs meet the current minimum requirements necessary to use the Services. You acknowledge that from time to time, the computer equipment and/or the programs required to access and use the Services may change and the your computer equipment and/or programs may cease to be adequate to access the Services as a result. If that occurs, your sole remedy shall be to either upgrade the equipment and/or programs used to access the Service or terminate these Terms and Conditions.
- (c) You are responsible for backing up your own files, programs and data as required. Your files, programs and data stored on the **SIMPLY Connected** network shall be and remain your property, however, **SIMPLY Connected** may, in its sole discretion, make and keep backups of any such files, programs and data and review and use such files, programs and data to prevent, attempt to prevent or stop 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. 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, programs, or data, then you shall forthwith notify **SIMPLY Connected** and change your passwords. You acknowledge that the fees charged by **SIMPLY Connected** reflect the allocation of risk herein and the limited recourse to **SIMPLY Connected** provided for in these Terms and Conditions. **SIMPLY Connected** 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 acknowledge that if you allow any person under the age of eighteen (18) to use the Services, you shall bear the sole responsibility and liability for, and shall indemnify **SIMPLY Connected** 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 **SIMPLY Connected** related to the Services.

6. NO LIABILITY FOR THE OPERATION OF THE INTERNET OR FOR INTERNET CONTENT. You understand that **SIMPLY Connected** does 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 **SIMPLY Connected's** network. In addition, you are aware that some content, products or services available with or 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 **SIMPLY Connected** nor any of its affiliates are under any obligation to censor or monitor any content available on the Internet and **SIMPLY Connected** 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 your User ID and password.

7. SAFETY. **SIMPLY Connected** shall comply with your on-site safety requirements where applicable. Any protective clothing or special equipment required as a result of your requirements shall be provided by you at no cost to **SIMPLY Connected**. **SIMPLY Connected** reserves the right to refuse to commence or continue any work which, in its opinion, would have to be done in hazardous conditions. **SIMPLY Connected** shall not be responsible in any way to you for any refusal to work in or adjacent to hazardous conditions.

8. SOFTWARE AND DOCUMENTATION SUPPLIED. Any software or documentation supplied by **SIMPLY Connected**, its agents or its business partners to you to permit you to access and/or use the Internet and/or the Services shall remain your property. You shall take appropriate steps to protect same against loss or damage. The use by you of any such

software and documentation shall be subject to such terms set out in any agreement included with the software and documentation, including but not limited to any applicable license agreement.

9. SUSPENSION AND TERMINATION. **SIMPLY Connected** may suspend your access to some or all of the Services or terminate the Services without notice and without incurring any liability if:

(a) you default in the payment of the Charges or any other amount due to **SIMPLY Connected**, and such default continues for a period of three (5) days after written or electronic notice to you;

(b) you fail to carry out or perform any covenants, undertakings or obligations imposed on you by these Terms and Conditions, as determined by **SIMPLY Connected** in its sole and absolute discretion;

(c) 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;

(d) **SIMPLY Connected's** equipment or facilities are 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

(e) the operation or efficiency of the Services are impaired or affected by your use of the Services, as determined by **SIMPLY Connected** in its sole and absolute discretion. During any suspension period, email sent to any email accounts forming part of the Services will be rejected and senders will receive an undeliverable message. Email already delivered will remain in your mailbox but you will be unable to access it unless the suspension is lifted. If your account is terminated, you understand and agree that the contents of all email boxes forming part of the Services will be deleted and you authorize **SIMPLY Connected** to delete any messages, files, programs and data associated with your account upon termination. You may terminate all or any part of the Services provided to you upon providing thirty (30) days prior written notice to **SIMPLY Connected**, a termination charge equal to one-half (1/2) of the Charges for the Services being terminated multiplied by the number of months remaining in the Term as at the date of termination. Termination of the Services shall not relieve you from any liability; including amounts owing to **SIMPLY Connected**, accrued prior to or at the time that such termination becomes effective.

10. QUANTITY / FUTURE ORDERS. For High Speed and Dedicated Internet customers, the quantity of Equipment or Services initially specified by you during the registration process or in your agreement with **SIMPLY Connected** represents the initial quantity ordered by you. Where you order additional quantities of the Equipment or Services, you agree that such additional quantities of the Equipment or Services shall form part of the Services, and the Terms and Conditions shall apply thereto. **SIMPLY Connected** may issue a confirmation schedule(s) (the "Confirmation Schedule(s)") to you confirming the Charges payable, the number of months in the Term for such additional orders, or confirming any other changes in the Equipment or Services. The Confirmation Schedules issued by **SIMPLY Connected** to you shall be deemed correct and binding on you if an objection in writing is not received within ten (10) days of the your receipt of the Confirmation Schedule. Where it is agreed by **SIMPLY Connected** that additional quantities of the Equipment or Services ordered by you will not be subject to these Terms and Conditions, you shall enter into a new agreement with **SIMPLY Connected** in respect thereof, and these Terms and Conditions shall continue to apply to the Equipment or Services subject to these Terms and Conditions, notwithstanding the execution of such other agreement by **SIMPLY Connected** and you.

11. ACCESS AND MONITORING. **SIMPLY Connected** may limit in any way, or refuse, all or part of your access to the Services without notice or liability if there is a breach or suspected breach of these Terms and Conditions or of **SIMPLY Connected's** Service Policies or where **SIMPLY Connected** deems such limit or refusal may be advisable to protect itself, its customer's or its network. Without restricting the generality of this discretion, **SIMPLY Connected** may limit the amount of data transfer you are permitted or the hours you are able to access the Services in any manner with any account type or Internet plan, and may limit the amount of storage and memory available to you. **SIMPLY Connected** 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 **SIMPLY Connected's** 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.

12. INFORMATION. You hereby acknowledge that **SIMPLY Connected** may retain, use and disclose any information, comments or ideas conveyed by you relating to the Services (including any products and services made available on the Services). This information may be used by **SIMPLY Connected** to provide you with better service, or to comply with any law, regulation, governmental request or court order.

13. LIMITATION OF LIABILITY. You agree that **SIMPLY Connected** and its respective agents, employees and affiliates shall not be liable to you in respect of any matter arising directly or indirectly from these Terms and Conditions, the Services, the Equipment or your use or intended use of the Services or Equipment, including but not limited to:

- (a) the performance or non-performance of any of the Services or any Equipment;
- (b) the contents or accuracy of any information or data carried, transmitted or delivered by, on, or through the Services or the Internet in general;
- (c) the use or inability to use any of the Services, the Equipment or the Internet;
- (d) any interruptions, errors or delays in the provision of the Services or the transmission of data using the Services;
- (e) the continued provision of the Services contrary to your request;
- (f) any fault, bug, virus or other damaging element that may be in the programs provided by **SIMPLY Connected** or otherwise transmitted to you through the Services;
- (g) any loss or damage to your files or data;
- (h) any damage to your computer, network, server or other device connected, directly or indirectly, to the Services;

even if **SIMPLY Connected** had been advised, had knowledge of, or reasonably could have foreseen, the possibility of such damages whether the cause of action arose from breach of contract (including fundamental breach or otherwise), negligence or any other theory of law or equity.

Notwithstanding the foregoing, under no circumstances will **SIMPLY Connected** or any of its service partners or suppliers be liable to you or any party claiming through or under you for in respect of 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 or even if **SIMPLY Connected** had been advised, had knowledge of, or reasonably could have foreseen, the possibility of such damages, whether the cause of action arose from breach of contract (including fundamental breach or otherwise), negligence or any other theory of law or equity.

14. INDEMNITY. You shall ensure that you and all persons accessing the Services with your account comply with these Terms and Conditions. As between you and **SIMPLY Connected**, you are better able to put in place physical and procedural impediments to the inappropriate use of and to supervise use of your account. Protection of your account shall be your responsibility. You shall be solely responsible and liable for, and shall indemnify and hold harmless **SIMPLY Connected** and its officers, directors, employees, agents and contractors, from and against all losses, damages, expense and costs, including reasonable attorney's fees, sustained by reason of the breach of any covenant, term or condition herein whether by you or by any person accessing the Services with your account, including, without limitation, all losses, damages, expenses and costs incurred by **SIMPLY Connected** in attempting to enforce any provision herein, or in recovering any charges or any damages for breach of any covenant, term or condition herein. You also agree to indemnify and save harmless **SIMPLY Connected** from and against all claims, demands, suits, damages, causes of action or liabilities arising out of the provision by **SIMPLY Connected** of the your account, including, but not limited to, claims of infringement of an intellectual property right. All remedies conferred upon **SIMPLY Connected** shall be deemed to be cumulative and no one is exclusive of the other, or any other remedy conferred by law.

15. NOTICES. Any and all notices under these Terms and Conditions, including, without limitation, any Confirmation Schedules, shall be sufficiently given if personally served or sent by mail or e-mail and sent or addressed to you at your address specified for billing purposes and to **SIMPLY Connected** at Box 308, Richer, Manitoba R0E 1S0 Any such notices, if delivered personally, shall be deemed to have been received the same day; if sent by mail, shall be deemed to have been received three (3) business days after the date of mailing; or if sent by email, shall be deemed to have been received on the next business day following the date of transmission.

16. PRIVACY. You acknowledge that **SIMPLY Connected** collects, uses and discloses personal information for the purposes identified in the **SIMPLY Connected** Code for Fair Information Practices (the "**SIMPLY Connected** 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 and develop **SIMPLY Connected**'s business and operations; and (e) to meet legal and regulatory requirements. You hereby consent to **SIMPLY Connected** collecting, using and disclosing your personal information in accordance with the **SIMPLY Connected** Privacy Code. The entire **SIMPLY Connected** Privacy Code may be viewed on **SIMPLY Connected**'s website at www.simplyconnected.ca, or will be provided upon request.

17. DISCRETION. Any discretion, option, decision, or opinion by **SIMPLY Connected** shall be sufficiently exercised or formed if exercised or formed by or subsequently ratified by **SIMPLY Connected**'s system administrator or any other person or persons designated by **SIMPLY Connected**'s directors.

18. REGULATION. Should any competent regulatory authority determine that the Services must be regulated, then in such case, the parties shall observe the terms and conditions imposed by the regulatory authority, including any change to the Charges. If, as a result of regulation, the Charges must be increased, you may terminate the Services without penalty, upon giving 30 days notice of termination to **SIMPLY Connected** prior to the date upon which the price increase becomes effective.

19. 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 **SIMPLY Connected**. 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 **SIMPLY Connected**.

20. AMENDMENT. **SIMPLY Connected** may amend these Terms and Conditions at any time by adding the revised Terms and Conditions to this document and the amendment shall be effective within thirty (30) days of so posting.

21. GENERAL PROVISIONS. You shall not directly or indirectly assign your rights and obligations hereunder to any party except with the prior written consent of **SIMPLY Connected**. **SIMPLY Connected** may assign all or part of its rights and obligations hereunder without your consent. These Terms and Conditions shall be binding upon, and shall enure to the benefit of, you and your successors and permitted assigns and **SIMPLY Connected** and its successors and assigns. These Terms and Conditions shall be governed by, and interpreted in accordance with, the laws of Manitoba and the laws of Canada applicable therein. **SIMPLY Connected** shall not be responsible for the performance of, or deemed to be in default of, any obligation or provision of these Terms and Conditions where delayed or hindered by Force Majeure. Any provision of these Terms and Conditions that is unenforceable at law will be ineffective to the extent of such unenforceability without invalidating the remaining provisions of these Terms and Conditions. No failure by **SIMPLY Connected** to exercise any right under these Terms and Conditions or to insist upon full compliance by you with your obligations under these Terms and Conditions will constitute a waiver of any provision of these Terms and Conditions. These Terms and Conditions cancel, replace and supercede as of the Effective Date all existing agreements and understandings, written or oral, between the parties relating to the Services. The headings and sub-headings given to portions of these Terms and Conditions are intended for reference only and shall not affect the construction or interpretation of these Terms and Conditions.

22. GLOSSARY. The following is a glossary of terms used in these Terms and Conditions:

"Terms and Conditions" means these Terms and Conditions and any schedules hereto, as they may be amended from time to time by **SIMPLY Connected**.

"content" means text, HTML code, JAVA code, images, audio clips, information, communications, software, pictures, video, graphics, music, sounds and other materials and services, regardless of its source.

"Customer" means the person who enters into these Terms and Conditions with **SIMPLY Connected** and who is ultimately responsible for all activities with respect to use of the Services.

"Force Majeure" means labour disruptions, casualties, civil disturbances, acts of civil or military authorities, accidents, fires, acts of God, Allah, or Buddha, alien invasion, massive solar discharge, comets and meteors, natural disasters or other catastrophes or events beyond **SIMPLY Connected's** control.

"Internet" means the world-wide network of computer networks that are connected to each other using specific protocols, which provide for file transfer, electronic mail, remote log in, data base access, and other services.

"Personal Information" means information about an identifiable individual including, but not limited to, name, physical address, e-mail address, birth date, gender and such other similar information as may be appropriate or required by specific circumstances. It does not include publicly available information or the name, title, business address or telephone number of an employee of an organization.

"Services" means any Internet related services offered by **SIMPLY Connected** 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) hosting personal and commercial web sites; (d) virtual private networks; (e) firewalls; and/or (f) collocation of customer equipment.

"You" and "your" means the person who subscribes for Services from **SIMPLY Connected** Information Services.

Thank you.