

**Canadian Fiber Optics Corporation Internet Terms of Service**

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**General**

1. This is a contract between you and Canadian Fiber Optics Corporation (CFOC). It spells out the terms and conditions which apply to your use of any of CFOC's Internet access service offerings provided by CFOC (collectively known as the "Service") for the Service plan that you have selected.
2. By opening a CFOC Internet Services account under your name or by using any of the CFOC Internet Services or mobile applications, you are agreeing to be legally bound by and abide by the terms of this Agreement. If you do not agree to be bound by this Agreement, you may not subscribe for, access or use the Service. The software provided with the Service and its use is subject to license terms posted on CFOC's web site or provided to you as amended from time to time. Use of CFOC's web site is subject to terms posted on such web site from time to time.
3. You may stop using the Service at any time and terminate your account by contacting CFOC through the toll-free number identified on the CFOC web site and requesting account termination.
4. By subscribing to and using the Service, you consent to the collection, use and disclosure of personal information we have about you as described in CFOC's Privacy Policy found at [www.canadianfiberoptics.ca](http://www.canadianfiberoptics.ca)

**Amendments to this Agreement**

1. CFOC reserves the right to amend this Agreement at any time. CFOC will publish this Agreement and any amendments on its web site at [www.canadianfiberoptics.ca](http://www.canadianfiberoptics.ca), or any replacement sites from time to time, before such amendments become effective.
2. You are responsible for regularly reviewing the CFOC web site to obtain timely notice of such amendments. If any amendment is unacceptable, you may cancel your CFOC Internet Services account. If you use your account after the effective date of the amendment, you will be conclusively deemed to have accepted the amendment.

**Illegal Activity and Disclosure of Information**

1. Use of the Service for any activity that violates local, provincial, federal or international law, order or regulation, is a breach of this Agreement. Prohibited activities include, but are not limited to:
  - a. posting, storing, transmitting or disseminating unlawful material, including without limitation, child pornography, any content, data or other material which is libelous, obscene, hateful, unlawful, threatening, reaction or ethnically offensive, defamatory or which in any way constitutes or encourages conduct that would constitute a criminal offense;

- b. disseminating material which violates copyright or intellectual property rights. The Customer assumes all risk regarding whether material is in the public domain;
  - c. pyramid or other illegal soliciting schemes; or
  - d. fraudulent activities, including but not limited to: impersonating any person or entity, or forging anyone's digital or manual signature.
2. By using the Service you agree that CFOC may disclose information that it has about you, including name, address and IP address:
  - a. necessary to satisfy any laws regulations or other governmental request from any applicable jurisdiction, including without limitation, disclosure to a prescribed law enforcement agency or a prescribed investigative body pursuant to regional privacy acts, as amended from time to time; or
  - b. necessary to operate the Service;
  - c. necessary to protect CFOC or others.
3. You also agree that CFOC may cooperate with system administrators at other Internet Service Providers or other network or computer facilities in order to enforce this Agreement. Such cooperation may include CFOC providing the username, IP address or other identifying information we have about you, in accordance with CFOC Privacy Policy.

**Service Limitations, Performance and Availability**

1. CFOC offers a variety of Internet access speeds and service plans. All services are subject to the availability of suitable equipment and facilities, and all service plans may not be available at all locations..
2. CFOC reserves the right to manage the system and network resources utilized by each subscriber and make whatever changes are necessary to ensure optimum performance for all of its customers.
4. CFOC does not guarantee that the Service will operate with all equipment or software, including without limitation all Internet applications and appliances.
5. Final confirmation of Service availability for the Service cannot occur until the necessary equipment is installed at your premises. A CFOC installed or contracted installer may install such equipment. If so, you hereby authorize any such contracted installer to disclose to CFOC the necessary information to confirm Service availability for your premises.
6. CFOC offers no warranty or guarantee of any kind that during peak hours that the service from third-party wholesale operators (i.e. backbone) will be accessible or available by subscribers or customers of the Service. In no event will CFOC be liable to any customer or subscriber of the Service for any claims or damages, whether based in contract, or in tort (including negligence) or based on any other theory of liability, arising out of directly or indirectly or related to the performance or non-performance of the Internet and/or the delay or inability for any reason, in being able to access the Canadian backbone
7. CFOC does not warrant, represent or guarantee in any way that users and customers of the Service, the Canadian backbone or the Internet, will not be exposed to or affected by computer viruses, trojan horses, worms or any other destructive devices such as malicious code designed to attack computers. In no event shall CFOC have any liability of any kind whatsoever to any user or customer of the Service, the Canadian backbone or the Internet for any claims of any kind or damages, whether direct or indirect, consequential, incidental, special, punitive, exemplary or aggravated, whether reasonably foreseeable by CFOC or not, and whether based in tort, contract or any other theory of liability, in the event the user or customer is in any way exposed to or affected by a

computer virus, trojan horse, worm or other malicious code, while using or from having used the Service, the Canadian backbone or the Internet.

8. All use of the Service is at your own risk. You acknowledge that:
  - a. The Service is provided on an "as is" and "as available" basis
  - b. CFOC does not represent or warrant that the Service will be uninterrupted or error free. The Service is provided on an "as is" basis without any warranty. All such warranties and conditions, express or implied are expressly disclaimed, including any warranty or condition or merchantability or fitness for a particular purpose;
  - c. neither CFOC nor its suppliers are responsible or liable for loss, deletion or alteration of any transmissions or data, including without limitation, any e-mail messages, for any material or data sent or received or not sent or received, or for any transactions entered into through or using the Service, including without limitation, domain name registrations, renewals and transfers;
  - d. CFOC is not responsible or liable for loss or damage to your equipment, software or data arising directly or indirectly out of installation or maintenance and support of the Service; and
  - e. your messages may be the subject of unauthorized third party interception and review. An individual with Internet access can cause damage, incur expenses and enter into contractual obligations while on the Internet. All such matters are your responsibility
9. The fees charged by CFOC reflect the allocation of risk herein and the limited recourse to CFOC provided for in this Agreement. As the CFOC Internet Services account holder, you are responsible for your account. You agree to comply with CFOC's policies, Sales Agreements, Privacy Policy, these Terms of Service respecting the Service as provided from time to time including those to which you are directed when using the Service. You are solely responsible and liable for any and all activities that occur under your account, including without limitation, all activities of any sub-account holders. You are also responsible for maintaining the confidentiality of your account and all passwords related to your account. You agree to immediately notify CFOC of any unauthorized use of your account or any passwords related to your account or of any other breach of security and to provide assistance to CFOC, as requested, to stop and/or remedy any breach of security.
10. CFOC will not be liable for any claims or damages, direct, indirect, incidental, special, consequential, punitive, exemplary or aggravated which includes but is not limited to, damages for loss of profits, business interruption, or loss of information or loss of data, arising from the use or inability to use the Service whether such claims or damages are based in tort including negligence or based upon any other theory of liability or cause of action and whether such claims or damages are foreseeable by CFOC or not, arising directly or indirectly in any manner related to your use of the Service.

#### **IP Addresses**

11. Offerings of the Service using dynamic IP addressing are intended for accessing and using the Internet as a basic surfing tool. Versions of the Service using DHCP (Dynamic Host Configuration Protocol) addressing is not intended to be used for server attachments such as FTP servers, e-mail servers, web servers, game servers, etc., nor is it intended to be used for remote access applications, local or wide area network extensions, or used with multi-line key telephone systems.
12. Versions of the Service using static IP addressing are intended for server applications such as FTP servers, e-mail servers, web servers, game

servers, remote access applications, X-windowing and e-commerce applications. It is not intended and shall not be used for local or wide area network extensions or with multi-line key telephone systems.

13. CFOC reserves the right to amend the above restrictions and/or make any other alterations to the Service without prior notice to customers. CFOC reserves the right to suspend or terminate a Customer's Service if such Service is used contrary to the restrictions noted above with respect to dynamic and static IP addressing as the case may be
14. Except where otherwise specified by CFOC, IP addresses assigned to you by CFOC during the term of this Agreement remain the property of CFOC at all times.
15. Offerings of the Service using the gateway device supplied by CFOC are not intended for or to be used in connection with commercial public Internet access offerings such as a WiFi HotSpot. The gateway device supplied by CFOC is intended solely for private commercial or residential use. CFOC will not be liable to you or any other person or party for any loss or claim for damages of any kind or nature to property or persons resulting from incorrect or unauthorized use of the gateway device supplied by CFOC with the Service.
16. Your use of the Service is subject to your compliance with The CFOC Internet Services Acceptable Use Policy and other policies adopted by CFOC from time to time as posted on CFOC's web site at [www.canadianfiberoptics.ca](http://www.canadianfiberoptics.ca). Such policies are incorporated into and form part of this Agreement. Your continued use of the Service constitutes your knowledge of, and agreement to be bound by, such policies and changes thereto from time to time as posted on CFOC's web site.
17. CFOC will have no responsibility nor will it be liable to any user or customer of the Service for any claims of any kind or damages to the user's or customer's computer equipment or software, whether direct, indirect, consequential, incidental, special, punitive, exemplary or aggravated, and whether reasonably foreseeable by CFOC or not, and whether based in tort, contract or any other theory of liability, resulting from or attributable to the user's or customer's reconfiguration of the service offerings, including without limitation, any firewall, resident in the customer premises device provided by CFOC to the customer in conjunction with any High Speed Service, after such device has been provided to the customer.

#### **Service Changes**

1. CFOC reserves the right to change the Service plan features, minimum equipment and software requirements and any other aspect of the Service at any time, at CFOC's sole and absolute discretion without any advance notice to you. CFOC reserves the right to change the Service charges. CFOC will provide you with thirty (30) days advance notice of changes to the charges for the Service. Such notice of changes to the Service charges may be provided by e-mail or other electronic means including the posting of a notice on CFOC's web site

#### **Content**

1. The Service provides access to content, information and materials that are uncensored. You acknowledge that some of the content, information and material that is available through the CFOC Internet Services and the Internet may be inaccurate, offensive, harmful or in violation of applicable laws or unacceptable to you. CFOC recommends that an adult supervise minors using the Service. Although the Service can, at your choice, include a parental controls feature that can restrict or limit access

to content on the Internet and the world wide web, CFOC makes no representation, promise, or guarantee of any kind as to the effectiveness of such parental controls feature or that your use of such feature will produce any particular result including your desired result.

2. CFOC is not responsible or liable for any act or omission of any third party, including but not limited to, any threatening, defamatory, obscene, offensive or illegal conduct or any infringement of another's rights, including without limitation, intellectual property rights.
3. Neither CFOC nor its suppliers are responsible for any content that is transmitted through the networks of CFOC or others, or that is sent, received or accessed using the Service, by you or any third party. You understand that neither CFOC nor any of its affiliates attempt to censor or monitor the Internet or its content. You assume total responsibility and risk of access to or use of content that is available through or with the Service and for use of the Service.