

SECURITELE INC. TERMS OF SERVICE – CUSTOMER AGREEMENT
Updated November 2021

You (the “**Customer**”) acknowledge and agree that by requesting, viewing or paying for any of the Services offered by Securitele, you agree that the following terms and conditions (“**Terms of Service**”) apply to the provision of the Services. If there is any part of the Terms of Service you do not understand or you wish to clarify, please contact our Customer Care Centre.

1. **Definitions.** In this document, the following words have the meaning set out beside them:

“**Equipment**” means any or all of the Modem’s, Router’s, Sim Cards, Antenna’s and any ancillary equipment necessary to receive the Services;

“**Modem**” means the integrated box that connects directly to the Internet in order for the Customer to receive internet services.

“**Service(s)**” means, as the context permits, any or all of the services that Securitele provides to you from time to time, including without limitation, rental of Equipment, programming to one or more Modem’s, Router’s, and mobile applications to deliver Securitele authorized services.

“**Securitele**”, “**we**”, “**our**” means Securitele Inc. and any corporation that either of them controls, is controlled by or is under common control, together with their respective officers, directors, employees and authorized agents.

2. **General.** The Terms of Service set out below reflect the manner in which Securitele provides the Services to you. We may find it necessary to change these Terms of Service, the Services or the amount of any fees or charges associated with the Services from time to time and will provide you with thirty (30) days advance notice of any material changes relating to these Terms of Service and your Services. This notice may be provided to you with or on your monthly invoice statement or by separate notice. Non-material changes to these Terms of Service will appear on the Securitele website at <https://securitele.ca> the way of updated versions of these Terms of Service. YOUR NON-TERMINATION OR CONTINUED USE OF THE SERVICES AFTER YOU ARE NOTIFIED OF THE CHANGES CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT AS MODIFIED BY SUCH CHANGES OR ADDITIONS. If you do not agree with any changes we make to the Terms of Service, you may cancel the Services by calling our Customer Care Centre. If we change the content of any programming, you agree that we have no obligation to replace or supplement the programming previously offered that has been changed or give you any refund or credit.

3. **Restrictions.** You acknowledge and agree that:

- (a) the Services will only be provided to you in Canada;
- (b) the service address associated with your account is located in Canada;

- (c) you will not directly or indirectly use a single account in connection with more than one (1) service address;
- (d) you will keep Securitele advised of your service address, contact email and phone number(s) associated with your account at all times;
- (e) No Securitele owned Equipment shall be removed from your current service address without the consent of Securitele;
- (f) if you terminate the Services within one (1) year of subscribing to the Services, any Modem(s) provided to you at net \$0 charge under a special promotional offer will be returned to Securitele within thirty (30) days of disconnection of Services;
- (g) no more than two (2) modem's can be authorized on one account; and
- (h) all Modem's are located at the service address listed on your account.

If any Modem's are not located at the service address listed on your account, we may disconnect all or any portion of the Services immediately and we shall have the right to charge you for any Services provided to any location that is not the service address.

4. **Fees and Charges for Services.** You agree to pay in full all amounts billed for Services, including all applicable taxes. All amounts are due on the due date set out in the monthly invoice statement. We will bill you each month in advance for the Services, unless otherwise indicated on the invoice, and your invoice will be made available to you in an electronic format by logging into your account at our website. Notification of new invoices may be sent to you at the email address you have provided us. If you do not receive notifications of new invoices by email, you are still responsible for logging into your account at our website to check for new invoices on a regular basis and for paying all amounts by the due date specified. Certain special promotional offers may require prepayment via credit card up to a value of one hundred dollars (\$100), which will be applied to your next bill. Amounts not paid by the due date are subject to interest and other charges as more particularly described here and in Section 5. If you have amounts outstanding more than thirty (30) days past the due date, your account may be subject to Service downgrades and restrictions or from adding new Services. If you have amounts outstanding for more than sixty (60) days, Securitele may refer your account to a collections agency and you agree to pay a fee of \$20.00 for services relating to the administration, processing, or service costs for your account (for example, collection efforts due to non-payment or suspension, disconnection or reactivation of your Services) and will be subject to a disconnection of Services. Any discounts associated with your account will be removed upon disconnection and will not be recoverable in the event you reconnect your Services. Upon reconnection, you will be charged a reconnection fee of at least \$30. If you have any billing-related questions, please contact our Customer Care Centre. You must bring billing invoice questions and disputes to Securitele's attention within 60 days of the invoice date. Your failure to contact Securitele regarding any invoice

will constitute your acceptance of the invoice. Securitele maintains discretion to disconnect services during a dispute if satisfactory payment arrangements have not been made by you.

5. **Other Charges.** In addition to the monthly fees due and payable for Services, you agree to pay the following charges, plus applicable taxes, where applicable:
- (a) Installation fees.
 - (b) Interest: In the event that payment is not received by Securitele by the due date, you will be charged interest on all overdue amounts at the compound rate of two percent (2%) per month (26.8% per annum) or the highest interest rate permissible by law, until paid in full.
 - (c) Deposit: Where programming has been disconnected, Securitele may require that you pay a deposit prior to reconnection of the Services. Deposits will appear as credits on the Customer's account and any fees payable will be deducted each billing cycle from the deposit amount. Deposits will not accrue interest.
 - (d) Returned Payment Fee: In the event that any institution on which your payment is drawn refuses to pay Securitele for any reason and the cheque, money order, credit card payment, or other instrument is returned to Securitele without payment, you agree to pay Securitele a returned payment fee of at least \$45.00.
 - (e) Receiver Non-Return Fee: You are required to return your Modem to Securitele in the following circumstances: (i) if you were provided a Modem at net \$0 charge under a special promotional offer and you terminate the Services within one (1) year of subscribing to the Services; (ii) if you are participating in a Modem rental program (described in Section 9 below) and your Services have expired or are terminated; or (iii) if Securitele has provided you with a replacement Modem. In these circumstances, your Modem must be returned to Securitele in good working order within thirty (30) days from the date your services are disconnected or your replacement Modem order is made, as applicable.

In the event that your Modem is not returned to Securitele as set out above, you agree to pay to Securitele a "**Modem Non-Return Fee**", in an amount equivalent to the undiscounted retail value of your Modem, which amount will vary based on the type and model of the Modem, plus applicable taxes. The Modem Non-Return Fee will be applied and appear as a charge on your Securitele account on the date your Services have expired or are terminated or an order for a replacement Modem has been made, as applicable, provided however that if your Modem has been returned to Securitele within thirty (30) days as set out above, payment will not be processed and the Modem Non-Return Fee charged to your Securitele account will be reversed. If your Modem has not been returned to Securitele as

set out above, payment for the Modem Non- Return Fee will be processed using any of the payment methods accepted by Securitele for your account (including preauthorized credit card or bank withdrawal).

The Modems must be returned to Securitele Inc., Attn: Securitele Unit 204, 4393 44 St NE, Calgary, Calgary, AB, T2E 7A9. Securitele is not responsible for any Modem which is stolen, lost in transit or is otherwise not received by Securitele for any reason within the thirty (30) day return periods described above.

6. **Other Contracts.** If you are a subscriber under a separate Securitele contract (including a contract for equipment), please review that document for additional terms and conditions.

7. **Termination and Default.**

By You:

1.

- a. In relation to residential accounts, you may terminate the Services at any time by notifying Securitele of your desire to terminate at support@securitele.ca;
- b. In relation to business accounts, you may terminate the Services as follows:
- c. Where Securitele's provision of the Services is governed by a separate signed service agreement, the termination provisions of such agreement shall apply.
- d. Where Securitele's provision of the Services is not governed by a separate signed service agreement, the following shall apply:
 - i. Where the total charges for use of the Services in the preceding month is less than \$2,500, you may terminate the Services at any time by notifying Securitele of your desire to terminate; or
 - ii. Where the total charges for use of the Services in the preceding month is greater than \$2,500, you may terminate the Services at any time by providing Securitele nless than 30 days advance notice of your desire to terminate, in which event Service charges will continue to apply until the end of the notice period.

2. You are responsible for payment of all outstanding amounts accrued up to the date of termination, including, if applicable, any early termination fees payable.

By Securitele:

We may immediately suspend or disconnect all or any part of the Services at any time without

notice upon the occurrence of any of the following: (1) you fail to make full payment of amounts owing to Securitele within sixty (60) days of their due date; (2) a breach by you of any of these Terms of Service that has not been cured within 10 days after you receive notice of such default; (3) you transfer or relocate any or all of the Services or any Securitele-owned Equipment without the consent of Securitele; (4) you assign or attempt to assign any of your rights, duties or obligations under these Terms of Service; (5) any act of bankruptcy on your part or the commencement of bankruptcy proceedings against you; or (6) we suspect that fraudulent charges or activity may be associated with your account.

Refund. On or after expiry or termination of the Services for any reason, if your account has a credit balance less than ten dollars (\$10.00), this credit balance will not be automatically refunded to you when Services expire or are terminated. If your account has a credit balance of ten dollars (\$10.00) or more, we will refund that balance to you within thirty (30) days (i) by mailing a refund cheque to the last known address that we have for you in our records or any other address that you instruct us to mail to or (ii) by processing the refund to the credit card on your account. It is your responsibility to keep us informed of any change in your mailing address or credit card details. Your failure to inform us of any such changes will, in the event that any refund cheque mailed to you is returned as undeliverable or any refund to your credit card is unsuccessful, result in the forfeiture to Securitele of the credit balance amount.

9. **Modem Rental Program.** If you are participating in a Modem rental program, you acknowledge and agree that the Modem supplied to you by Securitele is rented to you as part of your monthly charges and shall remain the exclusive property of Securitele, and that you will not sell, transfer, lease, encumber or assign all or any part thereof. You acknowledge that you have no right to purchase the rented Modem at any time.

10. **Equipment Warranty.**

(a) **Modem(s):** If you own your Modem(s), you will receive the manufacturer's standard limited warranty applicable for a specified period of time after the date of purchase. In addition, Customers that own no more than one (1) Modem may purchase from Securitele, for a period no less than one (1) year, optional limited warranty coverage for their Modem. Customers who receive Services on two (2) or more Modems will automatically receive additional limited warranty coverage on each of their Modems.

(b) **No Warranty for Mobile Services.** Securitele does not warranty any product or service pertaining to the reception of mobile services or applications.

11. **Installation.**

For the purposes of these Terms of Service, professional basic installation shall include the following:

- Securitele will set aside a Modem/Router for programming on Customer behalf
 - Securitele will activate services before being shipped to Customer service address
 - Customer will receive the modem and plug into the wall
 - Service is now active
12. **No Waiver.** No failure to exercise and no delay in exercising, on the part of Securitele, any right, power or privilege hereunder will operate as a waiver hereof.
13. **Collections.** In the event that Securitele chooses to use a collection agency or legal counsel to collect any amounts owing by you or to assert any other right Securitele may have against you by virtue of these Terms of Service, you agree to pay the reasonable costs of collection or other action including, but not limited to the costs of the collection agency, reasonable legal fees, and applicable court costs. You acknowledge that, in the event of your failure to pay amounts owing to Securitele, Securitele may notify credit and/or collection agencies of your non-payment, which may have an adverse effect on your ability to obtain credit.
14. **Content.** Securitele shall have no liability with respect to the content of the use by Customer in viewing Internet Content.
15. **Liability for Unauthorized Use.** In the event that any of the Equipment is stolen or otherwise removed from your premises, you must notify our Customer Care Centre immediately, but in no event more than five (5) days after such removal. In the event that we are not notified accordingly, you shall be liable for unauthorized use of the Equipment and the Services until such time as we are notified.
16. **Compliance with Laws by Customer.** It is your responsibility to ensure compliance with all applicable building codes, zoning ordinances, covenants, conditions and restrictions (collectively "**Laws**") related to the installation of the Equipment provided under this Agreement, to pay any fees or other charges, and obtain any permits or other authorizations necessary for installation of Equipment and reception of the Services. You are solely responsible for any fines or similar charges for installation or service in violation of any Laws. Removal of any of the Equipment due to failure to comply with any Laws will not alter or relieve your obligations under these Terms of Service. If you do not own the Equipment location, you represent that the installation of the Equipment has been approved as required by applicable Laws, and that Securitele's interest in the Equipment will not be encumbered by any conflicting interest and you agree to indemnify Securitele if this is not true.
17. **No Transfer or Reselling.** Neither the Services nor any of the Equipment may be assigned, resold or transferred by you without the prior consent of Securitele.

18. **Viewing.** You acknowledge that the Services are to be used only at your service address.
19. **Blackouts and Temporary Interruptions.** Some of the services contained in the some subscription services, may be blacked out from time to time in your local reception area. Services may also be subject to temporary interruptions due to various causes including but not limited to natural phenomenon such as weather-related causes (thunderstorms, snowfall, etc.) Securitele will not be liable for any loss, damage or inconvenience which you may suffer as a result of any blackout or temporary interruptions and will not refund charges for the blackout period or temporary interruption.
20. **Warning against Piracy.** It is against the law to receive any content from the internet without the applicable payment to Securitele. Any Customer who wilfully causes Equipment modification for the purposes of receiving the content or any portion thereof without the applicable payment is an accessory to an offence and may be punished accordingly.
21. **Assignment of Account.** Securitele may sell, assign, or transfer your account to a third party without notice to the Customer. In the absence of notice of the transfer, you shall continue to remit all payments to the address listed on the Securitele invoice statement.
22. **Applicable Law/Entire Agreement.** These Terms of Service shall be governed by the laws of the Province where your service address is located, and the laws of Canada, including the applicable rules and regulations of the Canadian Radio-television and Telecommunications Commission. The terms and conditions herein are subject to amendment, modification, or deletion if required by, or found to be in conflict with, applicable law or regulation, without affecting the validity or enforceability of the remaining terms and conditions. Subject to section 6 and any separate Securitele contract that you may be under, these Terms of Service constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace any and all prior agreements. In the event of inconsistency between this version of the Terms of Service and the version online at www.Securiteledirect.ca, the online version will prevail.
23. **Rights and Remedies.** The rights and remedies available to Securitele in these Terms of Service are cumulative and are in addition to any other right or remedy available to Securitele at law or in equity.
24. **Exclusion of Liability.** To the extent permitted by applicable law, none of Securitele, nor its suppliers, will be liable for any interruptions in service or liable for any delay or failure to perform, if such delay or non-performance arises in connection with any acts of god, fires, earthquakes, floods, power failure, satellite failure or malfunction, failure to replace existing technology, acts of any governmental body or any other cause beyond our reasonable control. In no event shall Securitele be liable for any indirect, special, consequential or incidental damages, including but not limited to, loss of service, loss of use of equipment or any other damages resulting from the breakdown or failure of

equipment or mobile application, internet-related data charges, delays in servicing or the inability to service any equipment (or any component thereof) covered by any service warranty provided by Securitele or otherwise, whether based on negligence or otherwise. We make no express warranties regarding the Services provided to you, and all implied and statutory warranties, including without limitation any warranty of merchantability and fitness for a particular purpose are hereby expressly disclaimed, except in provinces where implied or statutory warranties cannot be disclaimed, waived or limited. No warranty is provided whatsoever for the quality or continuous transmission. In no event shall Securitele's liability to you exceed the total amount paid to Securitele by you for the Services in the one (1) month period preceding the event that is the cause of the liability. The above disclaimer applies to all of Securitele's affiliates, staff, contracted employees, representatives, affiliates, service providers and any authorized party acting as a representative of Securitele. It is your responsibility to impose any restrictions on content by you, other members of your household, or your or their invitees, and we shall have no liability to anyone due to, or based on, the content of any of the internet services furnished to you.

25. **Arbitration / No Class Action.** Any claim or dispute (whether in contract or tort) arising out of or relating to these Terms of Service, the Services, or any oral or written statements or representations relating to the Services or these Terms of Service (collectively a "Claim") will be referred to and determined by a sole arbitrator (to the exclusion of the courts) whose decision will be final and binding. Unless prohibited by law, you agree to waive any right you may have to commence or participate in any class action suit or proceeding against Securitele arising out of or relating to any Claim and you also agree to opt out of any class proceedings against us. If you have a Claim you will give written notice to us at the address specified in Section 29, with a copy to the legal counsel of our choosing and address for submission of documents will be given to the customer at that time. If we have a Claim we will give you notice to arbitrate at your billing address. Any arbitration of a Claim will be pursuant to such rules as you and we agree and failing agreement will be conducted by a single arbitrator pursuant to the laws and rules relating to commercial arbitration in the province where your Service address is located that are in effect on the date of the notice to arbitrate.
26. **Credit Checks.** Securitele reserves the right to examine your credit records at any time, whether before or after providing you the Services.
27. **Contact.** You may contact Securitele via telephone or email stated on the Securitele website at <https://securitele.ca/contact/html> or in writing at Suite 204, 4393 44 St NW, Calgary, Alberta, T2E 7A9. Any contact in writing should include your name, the account number and the account holder's name (if different). Questions relating to billing should include an explanation of the suspected error.
28. **Commission for Complaints for Telecom-television Services (CCTS).** CCTS is an independent agency whose mandate is to resolve complaints of individual and small business customers about their broadcasting and telecommunications services, free of

charge. If you have a complaint about your telephone, wireless, internet or TV service, you must first try to resolve it directly with your service provider. If you have done so and have been unable to reach a satisfactory resolution, CCTS may be able to help you.

To learn more about CCTS, you may visit its website at www.ccts-cprst.ca or call toll-free at 1- 888-221-1687.