

TERMS OF SERVICE

Last updated: April 5, 2025

GENERAL TERMS and AGREEMENT OF SERVICE

The following terms and conditions of service (the "Terms") between IceNet Wireless Inc. ("we," "us" or "IceNet Wireless") and the user ("you," "user" or "Customer") of IceNet Wireless's High Speed Internet, home phone, satellite TV and any related products or services ("Service"). This agreement governs your use of the Services residential purposes only. If there is any inconsistency between these terms and other documents describing the IceNet Wireless plans, features, services or products, these Terms will prevail. BY ACCEPTING THE TERMS AND CONDITIONS, OR BY USING THE SERVICES OR THE ICENET WIRELESS EQUIPMENT, YOU ACCEPT AND AGREE TO BE BOUND BY AND COMPLY WITH THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST NOT ACCESS OR USE THE SERVICES OR THE ICENET WIRELESS EQUIPMENT.

The Services are categorized as follows, which are covered by this agreement:

"Commitment Period" means the number of months remaining in your committed contractual term, as set out in the Critical Information Summary. Fees means all fees or other amounts payable under this Agreement, including the minimum monthly charges for Services, usage-based fees, equipment rental fees, and one-time fees and charges such as installation fees set out in the Critical Information Summary, as well as the additional fees if applicable, interest charges payable for overdue accounts, and all applicable taxes. "Month-to-Month Services" are Services that you subscribe to on an on-going basis, but not with a Term.

"Plan" means a particular combination or package of Service(s) offered by IceNet Wireless from time to time, including the service characteristics, the price, and any applicable promotions.

"Services" means the services that IceNet Wireless offers such as Internet Access service, Wi-Fi service, and other services, and includes any related installation services, de-installation services, maintenance services, repair services, and technical and billing assistance services performed by IceNet Wireless, and

"IceNet Wireless Equipment" means the equipment IceNet Wireless provides, that is used for providing the Services. 1. SERVICES

1.1 VoIP (Voice over IP) Home phone services

1.1.1 Non-Availability of Traditional 911 or VoIP 9-1-1 Dialing Service

ICENET WIRELESS offers on its VoIP phone service a form of 911 Dialing service (911 Dialing) that is similar to traditional 911 (911) service but has some important differences and limitations when compared with enhanced 911 Dialing service (VoIP 9-1-1) available in most locations in conjunction with traditional telephone service. With both traditional 911 and VoIP 9-1-1 Dialing service, your call is sent directly to the nearest emergency response centre. In addition, with traditional 911 dialing service, your callback number and address are visible to the emergency response centre operator. With VoIP Phone's 911 Dialing service, your call is sent to a national emergency call centre. The emergency operator answering the call may not

have your call back number or your exact location, so you must be prepared to give them this information. The call centre operator will confirm your location and then transfer your 911 call to the emergency response centre nearest to your location. You hereby authorize us to disclose your name and address to third-parties involved with providing 911 Dialing to you, including, without limitation, call routers, call centers and local emergency centers. ICENET WIRELESS agrees to inform any user and potential users of the service the nature and limitations of the provided 911 service.

1.1.2 Registration of Physical Location Required

For each phone line that you utilize with the Service, you must register the physical address of where you will be using the Service with ICENET WIRELESS. Your initial address will be registered as a part of subscribing to the Service. It is incumbent on you to confirm the accuracy of your physical address via your online account if you have any changes, additions or transfers of phone numbers. When you move the Service to another address, you must update your location. If you do not update your location, any 911 calls you make may be sent to an emergency centre near your old address. You may update a location by logging on to your online account or contact our 24/7 support centers. For purposes of 911 Dialing, you may only register one location at a time for each phone line. Regardless of what address you register for a portable device (such as Wi-Fi, ICENET WIRELESS V-Phone or Soft Phone), emergency calls you make from these devices will be routed to the ICENET WIRELESS national emergency response centre.

1.1.3 Home Phone Service Outages

1.1.3.1 Service Outages Due to Power Failure or Disruption

911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to restart the Device before you use the Service, including 911 Dialing.

1.1.3.2 Service Outages

Service Outage Due to Internet Outage or Suspension or Disconnection of Broadband Service or Internet Service Provider ("ISP") Service or Broadband Provider Blocking of Ports or Other Acts. Service outages or suspensions or disconnections of service by your broadband provider or ISP will prevent all Service, including 911 Dialing, from functioning. You acknowledge that ICENET WIRELESS is not responsible for the Internet Outage or Suspension or Disconnection of Broadband Service, and any loss of Service, including 911 Dialing. You will continue to be responsible for payment of the Service charges unless and until you disconnect the Service in accordance with this Agreement.

1.1.3.3 Service Outage Due to Disconnection of Your ICENET WIRELESS Account

Service outages due to disconnection of your account will prevent all Service, including 911 Dialing, from functioning.

1.1.3.4 Other Service Outages

If there is a Service outage for any reason, it will prevent all Service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described in this Agreement.

1.1.4 Network Congestion

Reduced Speed for Routing or Answering 911 Dialing Calls. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

1.1.5 Disclaimer of Liability and Indemnification

We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response centre. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling centre. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling centre. We disclaim any and all liability or responsibility in the event, in which third party data used to route calls is incorrect or yields an erroneous result. Neither ICENET WIRELESS nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 Dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless ICENET WIRELESS, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection to the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.

1.1.6 Alternate 911 Arrangements

If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or VoIP 9-1-1 services or disconnect the Service.

1.1.7 Unlimited calling

ICENET WIRELESS may provide unlimited calling plan from time to time, however, unlimited calling plans have a maximum cap to prevent malicious use of ICENET WIRELESS service. When abnormal or malicious usage is detected, ICENET WIRELESS may suspend the service without notice.

1.1.8 9-8-8 Suicide Crisis Helpline

9-8-8 Suicide Crisis Helpline is a new three-digit helpline that provides urgent, live support by phone and text to people in every province and territory across the country. 9-8-8 is available in English and French,

24 hours a day, every single day of the year across the country. 9-8-8 is for anyone thinking about suicide, or worried someone they know. Trained 9-8-8 responders will answer calls and texts and listen without judgement while providing support.

1.2 High speed internet Service

1.2.1 Internet Access Service

The Company undertakes to provide the subscriber with Internet access service.

1.2.2 Service Availability Warning

The Company does not guarantee uninterrupted service. The availability of the Internet access service provided by the Company will be subject to power outages and other conditions affecting Internet use, which are outside the control of the Company. By accepting this contract, the Subscriber will be deemed to have considered and accepted this qualification with respect to the Subscriber's application of the service. The Subscriber hereby releases the Company from all claims it may have against the Company in the future arising from damage or losses suffered by the Subscriber as a result of interruption of service. Following are some points mentioned in CRTC circular on Internet in its website:

Subscribers are responsible to understand that the data speed dictated in the service level is the maximum speed attainable. Company does not guarantee the maximum speed all the time in a sustained fashion. The speed will vary based on various factors including the load in backend network infrastructure and time-of-day demand.

1.2.3 Service Demarcation Point

The customer agrees that the service demarcation point is the Internet entry point out of Company's Customer Premise Equipment (CPE) into the house. As long as service is available at the CPE, Company is deemed to have complied and fully executed the contract on bringing Internet into the customer's premise. Any Internet related issue beyond this point will be customer's responsibility. Company may offer additional value-added services to address issues beyond on a need basis. Please refer to Company's website for the pricing.

1.2.4 Download speed

Maximum speed that can reach from Internet through this service. Company does not guarantee maximum download speed at all the times. Upload speed – Maximum speed that you can send data to Internet through this service. Company does not guarantee maximum upload speed at all the times.

Subscribers are responsible to understand that Internet speeds vary due to various factors other than the network connection. The factors within home include your computer, modem, cables, wired or wireless router, number of devices used and connectivity quality. The factors outside home include heavy traffic

on site, technical factors, your connection, environmental factors, power fluctuations, backbone connectivity, maintenance repairs and other factors not within control of ISPs.

Subscribers shall call the Company and raise a ticket to resolve any issue. Subscribers shall work with the Company towards resolution and advise the Company prior to taking any other avenues of resolution.

Subscribers shall be aware that due to nature of remote rural wireless communication, connectivity may be down from time to time, and it may take some time for the field service technician to reach the premises to correct the situation.

1.2.5 Subscriber responsibility

The Subscriber is responsible for

- a. Creating their own back-up copy of any important or critical information that they may have stored on their system.
- b. Establishing, maintaining, modifying and protecting your Subscriber name and password.
- c. Ensuring that battery backup is available for your radios, routers, etc. during power outages; otherwise, your Internet connection will not be available during a power outage.
- d. Ensuring equipment is disconnected or suitably protected from lightning strikes or power surges. Subscriber is liable for damage to company's equipment resulting from your failure to protect Company equipment in a prudent manner.
- e. Providing adequate virus and spyware protection to the subscriber's system

1.2.6 Illegal or Inappropriate Use of the Service

Any Internet activity, which references back to the Company or its services in a damaging manner, will result in immediate suspension or termination of account(s). Illegal Internet activity using or referencing the Company or an account or services provided by the Company, will result in immediate termination, possible prosecution, and assessment of legal fees accrued.

- a. Subscribers are responsible for all the message contents sent from their connection and accounts.
- b. Subscribers shall not use their account to create or distribute any images, sounds, messages or other material, which are or may be considered in law to be obscene, pornographic, harassing, racist, malicious, fraudulent or libelous, nor use the account for any activity that may be considered unethical, immoral, illegal or against the public interest.
- c. Subscribers shall not intentionally seek information about, browse for, obtain copies of or modify files, passwords, tapes or any electronically or digitally formatted or stored information belonging to other individuals, businesses or corporations, no matter where they are located, unless specifically authorized to do so by the owners of or persons having control over such information.

- d. Subscribers shall not attempt to decrypt any encrypted material unless authorized to do so.
- e. The use of your account to send out any bulk and or unsolicited e- mail, commercial or otherwise (spamming), is strictly prohibited. Bulk e-mail (spamming) is defined as identical or similar e- mail messages sent to 25 or more recipients where the recipient has not specifically requested such e- mail. Any violation of this policy may result in the immediate termination of your account, at the sole discretion of the Company. If you violate this spamming policy, you will be assessed the following fines and penalties, which you hereby agree to pay:
 - i. First offense: \$100.00
 - ii. Second offense: \$500.00 and automatic termination of your account.
- f. Impersonating another Subscriber or otherwise falsifying one's Subscriber name in e-mail or any post to any newsgroup or mailing list is strictly prohibited.
- g. A violation of any term in this section will result in the immediate termination of your service.

1.2.7 Copyright and legal issues

Following the Canadian regulations under notice and notice regime, ICENET WIRELESS is required to forward the copyright infringement emails received to the end user identified by IP address and specified period. At the same time, ICENET WIRELESS will notify the sender by confirming the email has been forwarded without passing end user information. By forwarding the email, this doesn't mean ICENET WIRELESS has verified the information in the email from the sender to be accurate or not. The end user needs to determine what to do with the notice based on one's own knowledge. ICENET WIRELESS will not pass the end user information to any third party unless ICENET WIRELESS receives a court order.

For more information about notices and notice regime, please visit <http://www.ic.gc.ca/eic/site/oca-bc.nsf/eng/ca02920.html>.

If other activities abusing ICENET WIRELESS's residential Internet service are detected or reported, ICENET WIRELESS may suspend the service with or without further notice.

1.2.8 Internet Traffic Management policy

The purpose of ICENET WIRELESS's traffic management policy is to improve customers' experience and is usually applied in two scenarios in peak hours only:

- a) Network congestion due to emergency circumstances such as network failure, fiber cut, extreme weather or special events; or
 - b) Customers' activities that may restrict or affect other customers' use of the service or ICENET WIRELESS's ability to deliver the service
- ICENET WIRELESS deploys this traffic management measure so that all ICENET WIRELESS Internet customers receive fair access to the Internet, during periods of significant network congestion

resulting from emergency or extreme circumstances, or a customer's disproportionate use of the network. This will help to ensure that all our customers can enjoy a consistent and reliable online experience and preserves the integrity of our network.

- This objective is especially important in times of a public emergency that results in greater demands on our network. During such periods, keeping our customers connected to their families, friends and co-workers – and to critical information and services – is essential.

ICENET WIRELESS Internet Traffic Management Policy is based on the CRTC transparency rule. In the east coast (Ontario and Quebec), we are slowing down non-real time file transfer protocols including, but not limited to, using Bit Torrent protocols in peak hours from 6:30pm to 10:30pm EST (tentative time only – actual times may vary based on the network status without notice). All other real-time applications like online Video, IPTV, gaming, music streaming, web browsing etc. are NOT affected.

If there is any general change for ICENET WIRELESS ITMP practice, a 30 days notice in advance will be given by email.

ICENET WIRELESS reserves the rights of implementing ITMP to restrict the customer's speeds without notice in advance only when there is serious network congestion caused by outage, extreme weather, etc.

The personal information ICENET WIRELESS collects for the purpose of managing Internet traffic is not used for any other purpose and is not disclosed. For current ICENET WIRELESS ITMP practice, please check our FAQ online available on [www. IceNet Wireless.com](http://www.IceNetWireless.com).

2.0 SERVICE AGREEMENT

2.1 Service Term

Service is paid for on a recurring basis for a term that begins on the date that ICENET WIRELESS activates the service and ends on the last day of the billing term ("Service Term"). After the expiration of the term, the service billing is automatically changed on a month-to-month basis unless replaced by another term upon customer's request.

2.2 Residential Use of Service and Device

If you subscribe to ICENET WIRELESS's residential services, the service and the device are provided to you solely for residential use. You shall not resell or transfer the service or the device to another party without our prior written consent. You are prohibited from using the service or the device for auto-dialing, continuous or extensive call forwarding, telemarketing (including charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately disconnect or modify your service if we determine, in our sole and absolute discretion, that your use of the service or the device is, or at any time was, inconsistent with normal residential usage patterns. In addition, you will be required to pay our higher rates for commercial service for all periods in which your use of the Service or the Device was inconsistent with normal residential use.

2.3 Charges

- a. Installation: Payment is due upon completion of equipment installation and initiation of the Internet service.
- b. Internet Service: On initiation of service, the Subscriber will be billed for:
 - i) Service from the date service is commenced to the first day of the next month.
 - ii) The first full month's service. Thereafter, service charges will be billed monthly at the beginning of each month of service. All service payments must be made by direct debit or by Visa or Mastercard, unless service is a business account and prior arrangements have been made. Payment is due in full upon billing. Accounts are considered active until canceled by the Subscriber. All credit cards will be charged automatically for each billing period. Billing/invoice statements may be sent via e-mail on a request basis.
 - iii) Changing Terms: The Company reserves the right to change the terms and conditions as required to conform to changes in Government Regulations. Company encourages subscribers to periodically check the website for any updates to the terms.
 - iv) If the service is disconnected due to outstanding bill, to reactivate service the Subscriber will be charged a \$50.00 reactivation fee. If your account is referred to collection, purchaser agrees to pay any collection costs incurred including reasonable attorney's fees, filing fees and court costs.
- c) When the service is activated, the subscriber is responsible for providing us with a valid email address and a payment method that we accept. We reserve the right to stop accepting your payment method or your payments. Subscriber is responsible for paying all charges, including long distance charges plus all applicable taxes thereon, for the services subscribed from ICENET WIRELESS, the calls made via subscriber's telephones or telecommunications systems or the calls made using any number or authorization access code assigned to subscriber; you also agree to make all your payments by pre-authorized credit card payment with the card number you gave ICENET WIRELESS during the activation process unless you have given written notice to stop the pre-authorized credit card payment.

2.3.1 Invoicing

Upon request, ICENET WIRELESS will provide customers with a monthly online invoice for services and send the bill/invoice to customers by email within five (5) days of request. For new registered customers, the 1st bill will include previous month's monthly fee and variable charges such as long-distance charge, internet usage and pay per view etc., calculated by days from the day the customer subscribes plus current month's monthly charge. For old customers, it includes previous month's variable charges plus current month's monthly charge.

Due to non-availability of an e-mail address ICENET WIRELESS will not be able to deliver the invoices or any other important communication and under no circumstances shall ICENET WIRELESS be liable for any damages, including but not limited to, loss of profits, as a result of or caused directly or indirectly by, any act or omission or negligence or intentional act of, ICENET WIRELESS, its officers, directors, employees, contractors or those for whom ICENET WIRELESS is responsible.

2.3.2 Unlimited Calling

ICENET WIRELESS Home Phone Service provides unlimited local calling to all Canada and US except some areas such as 1-867 or special numbers such as area code +555-XXXX or some special service numbers such as 1-900 numbers.

2.3.3 Paper bill processing fee

All ICENET WIRELESS customers invoices are emailed. Upon customer request for paper billing, a \$10.00 monthly charge per invoice will be applied to mail it in Canada. IceNet Wireless does not mail invoices outside of Canada.

2.3.4 Late Payment and Non-Payment

If any charges for services are due but unpaid for any reason including, without limitation, non-payment or declined credit card charges, ICENET WIRELESS may suspend or terminate the services, and all accrued charges shall be due immediately and payable, to include an administration fee of \$20.00 or the maximum amount allowed by law. Neither suspension nor termination shall relieve customer from the obligation to pay all amounts owing under this Agreement.

2.3.5 Billing Disputes

Customer must dispute any charges for the services within thirty (30) days of receipt of the monthly on-line invoice. Customer understands and agrees that customer's failure to dispute any charges with the thirty (30) day time period constitutes a waiver of all claims to any dispute.

2.3.6 Taxes

Prices, fees and rates for service do not include customs duties, sales, use, value added, excise, federal, state, local, public utility or other similar taxes. All such taxes, which are applicable, shall be paid by the customer and will be added to any amounts otherwise owing by customer under the Agreement.

2.3.7 Activation, processing fee, shipping and handling fee

This would cover the cost-of-service activation, processing, shipping and handling costs etc. and it is non-refundable once order is processed.

2.3.8 Equipment charge

All equipment supplied to and installed in customer premises by the Company to provide the Service remains the property of IceNet Wireless, or its agents. The subscriber is required to make a minimum deposit for the equipment after the IceNet Wireless service is installed. The deposit will be refunded to the customer after the equipment is returned upon termination of service. Any equipment belonging to the Company that is not returned within 15 days upon termination of service and receipt of equipment return instructions by email or verbally over call, you are required to pay to IceNet Wireless an "Equipment Non-Return Fee" of minimum \$150 per Equipment, plus applicable taxes.

Customers must return faulty equipment to ICENET WIRELESS and upon further inspection if requested, if ICENET WIRELESS deems the fault to be caused by the customer, ICENET WIRELESS will charge the customer for the costs of replacing the units including hardware cost and shipping/handling fees.

2.3.9 Configuration charge

If a customer uses own equipment, there might be a charge for configuring the device.

2.3.10 Installation charge

ICENET WIRELESS usually charges a activation fee which covers the standard installation/setup required for starting to use ICENET WIRELESS's service, therefore no extra installation charge would be required with the exception of satellite television installation. However, if customer requests non-standard installation or setup, an installation charge will be applied based on the distance, hours and material needed.

2.3.11 Deposit

For some products and service plans, ICENET WIRELESS may require a security deposit or impose other payment or credit requirements such as interim payments, mandatory prepayments, or pre-authorized payments. No interests will be applied to the deposit.

2.3.12 On-Site Service Fees

ICENET WIRELESS Tech Support Department has its troubleshooting procedure to help customers investigate and solve customer issues more efficiently. However, if a customer, due to personal reasons, requests ICENET WIRELESS on-site tech to visit, which is not within ICENET WIRELESS's free services category, a minimum on-site service fee of \$90.00 will be charged based on the distance, hours and materials required. ICENET WIRELESS has the sole decision to decide whether the visit is free or not. The following visits will be charged: 1) Request to replace defective modem 2) Request to connect customer equipment 3) Request to configure customer own router/computers 4) For issues customer reported but is identified due to customer own reason or not able to duplicate the issue.

2.3.13 Change of Service Plan

You may change the Plan for your Services at any time by contacting IceNet Wireless at 1-844-423-6384 or, as available, through the use of our website at www.icenetwireless.com. We would be happy to help you. You may only be able to change to a Plan that is currently available and any Plan you remove may no longer be available for the price that you currently pay. You will be informed of the key terms that would apply to the new Plan, including the new price and any new Commitment Period that may apply. Changes to your Plan, including changes to individual features, may not take effect until the start of your next billing period. Where the change is to obtain additional capacity, or to upgrade to a higher tier Plan, we may (in our discretion) apply the change immediately. While you can change your Plan or Services, you may not make any changes to these Terms of Use.

2.3.14 NSF charge and credit card charge back

All dishonored pre-authorized bank payment will be subject to a \$40.00 administration fee.

All pre-authorized credit card payments with expired credit cards and /or declined payments will be subject to a \$20.00 administration fee.

2.3.15 Rate and price change

Decisions or orders issued by the Canadian Radio and Television Commission (the "CRTC") and other regulatory bodies with jurisdiction over ICENET WIRELESS or ICENET WIRELESS services, may have a direct impact on limitation of service and costs of ICENET WIRELESS services. As such, the cited prices and services ICENET WIRELESS offers on the initial terms will be adjusted to reflect the change. ICENET WIRELESS will try its best to inform customer in advance should there be a need for such change. ICENET WIRELESS is not liable for any changes should it interrupt or make ICENET WIRELESS fail to provide the service to customer as stated in the initial terms. For any such change, customers will be given at least thirty (30) days notice in advance.

2.3.16 Billing error

ICENET WIRELESS reserves the right to correct any error in billing for period of time up to 12 months and apply the appropriate charges retroactively.

2.3.17 Refund

Any refund if applicable, will be completed within 4-6 weeks from the date we receive returned customer equipment or the date of requesting service cancellation if no equipment return is required. If the customer payment is made using a credit card, then by default the refund would be transferred back to the same credit card. For other payment methods, it will be by cheque and sent by regular mail.

2.3.18 Long Distance

International long-distance rates, discounts, and the availability of calling exchanges are contingent on the services offered by foreign telecommunications companies.

Please be aware that International Long-Distance rates are subject to change without prior notification. When it comes to international calls, the minimum chargeable duration is 60 seconds, and the minimum increment for billing is also 60 seconds.

2.4 Credit and Security Deposits

ICENET WIRELESS reserves the right to examine subscriber's credit record before activating the services. Should ICENET WIRELESS at any time consider a prepaid credit deposit to be insufficient, a further credit deposit may be required before it provides, continues, or reinstates the services to subscriber. ICENET WIRELESS will determine, at its discretion, how subscriber's deposit or other security will be allocated to satisfy outstanding amounts owed by subscriber to ICENET WIRELESS. By subscribing to the Services, subscriber authorizes ICENET WIRELESS to investigate subscriber's credit worthiness, exchange credit

information with credit reporting agencies on an ongoing basis and agree from time to time, to provide appropriate authorizations and financial information as ICENET WIRELESS may reasonably request for this purpose. All deposits or other prepayments made by a subscriber in connection with the Services will earn no interest.

2.4.1 Deposit

For some product and service plans, ICENET WIRELESS might charge a deposit, which will be refunded upon cancellation or released to customer account after a period specified on customer's initial order. No interests will be applied to the deposit.

2.4.2 Credit check

ICENET WIRELESS may obtain customer authorization to conduct a credit check when customer is ordering services from ICENET WIRELESS. Based on the credit history, ICENET WIRELESS has sole decision to determine if any security deposit is required for monthly service and/or hardware. ICENET WIRELESS will not disclose the result of credit check to any third party or use it for any other purpose.

2.4.3 Service Deposit

ICENET WIRELESS may ask for a service security deposit if ICENET WIRELESS is not satisfied with customer's credit history. The Service security deposit will be kept for a minimum of 2 years without interests, and it will be returned to customer either: 1) upon service cancellation, where it will be released to customer's account and applied to any unpaid invoice charges 2) Upon customer request after two years, if customer has good payment history with ICENET WIRELESS.

2.4.4 Hardware deposit

ICENET WIRELESS may ask for a hardware security deposit for some specific hardware and the deposit will be held without interest. The hardware deposit will be kept for a minimum of 2 years without interest, and it will be returned to customer either: 1) upon service cancellation, where it will be released to customer's account and applied to any unpaid invoice charges 2) Upon customer request after two years, if customer has good payment history with ICENET WIRELESS.

2.5 Contract

Contracts with a monthly Rate/Fee Guarantee. ICENET WIRELESS services are sold on the following basis and may be applied to early cancellation fees.

2.5.1 Contract

Contract: The term of a contract shall also serve as a monthly rate guarantee to the Subscriber whereby the monthly service fee cannot be increased by ICENET WIRELESS for the entire contract period. During the term of the contract, the customer should not make any changes to the service including service address, speed changes, adding/removing service or terminating service etc., otherwise early cancellation fee up to the total amount of the remaining months might be charged. Early Cancellation charge for a two



(2)- year fixed term is \$240.00. Early cancellation charge for a 1-year fixed term is \$120.00, less \$10.00 per month for each month Of Commitment Period completed up to cancellation.

2.5.2 No Contract

Subscriber may cancel service without early cancellation fees. ICENET WIRELESS may increase rates at any time by providing Subscriber with 30 days' notification.

2.5.3 Service Charges

(a) The Services are pre-paid, reoccurring services which IceNet Wireless bills for in advance. You are responsible for all charges, fees and taxes properly billed by IceNet Wireless to your account, including charges for all video on demand and pay per view programming ordered from any set top box providing access to the Services, regardless of who ordered such programming. You are responsible for setting and securing a password on your set top box to prevent unauthorized purchases.

(b) The Service is provided in accordance with the monthly rates, installation fees, hardware, activation fee, and other fees, if any, identified to you upon placing your order for Services or as otherwise identified to you by IceNet Wireless. Fees and charges for partial months of Service use will be prorated, except upon cancellation of the Service. Separate and additional rates and fees, as specified by IceNet Wireless, may apply to the purchase of Equipment from IceNet Wireless required for use of the Service. You agree to pay all such fees and charges, including applicable taxes, incurred in connection with the provision and use of the Service, including without limitation the Equipment, in accordance with the rates and terms established by IceNet Wireless.

2.5.4 Pre-authorized bank or credit card payments

When you sign up for any of our Services, you are required to provide a valid bank or credit card or payment of all charges arising under your IceNet Wireless account. You authorize us to charge on your billing date each month the full amount of Services delivered to you during your billing cycle to the card you provided to us.

You acknowledge that the amount billed to you each month may vary depending on applicable one-time charges or fees; previous unpaid balances and accrued interest carried over to the current billing cycle; and credit or debit adjustments.

In the event your credit card information changes, you must notify us at least ten (10) business days in advance of your next billing date. Any declined payments are subject to an administrative charge. In the event of a payment default, any outstanding amount becomes immediately payable and due. You have thirty (30) days to make payment after a failed pre-authorized payment before your account is suspended for nonpayment. Failure to receive payment after the 10th day of renewal will result in the account being terminated for nonpayment. Note that a late fee, will be charged in the event of late payment.

2.6 Services Interruption

2.6.1 Service Interruption for maintenance

ICENET WIRELESS may interrupt the Services to the Subscriber at any time for any duration of time, without any notice or liability, in order to install, inspect, repair, replace or to perform necessary maintenance on the telecommunications equipment, facilities or network, or for other reasons as may be required. ICENET WIRELESS telecommunications service is provided to the Subscriber on a best-efforts basis. Subscriber acknowledges that ICENET WIRELESS VoIP service requires high-speed internet connectivity. Poor or lack of internet connectivity, power failure, computer viruses and the likes (Connectivity Issues) will cause service interruption and or failure of the service to function. It is the responsibility of the Subscriber to remedy these Connectivity Issues.

2.6.2. ICENET WIRELESS is not liable for

2.6.2.1 Third Party Omission

Any act or omission of any third party (including any other local telephone company, any connecting carrier or underlying carrier or other provider of connections, facilities, or Services);

2.6.2.2 Subscriber Conduct

Subscriber's conduct, acts or omissions, or the operation or failure of Subscriber's equipment or facilities;

2.6.2.3 Event out of ICENET WIRELESS control

Any event beyond the reasonable control of ICENET WIRELESS including acts of God, inclement weather including lightning, labour disputes, riots or civil disputes, war or armed conflict, any law, governmental order, decision or regulation, or order of any court of competent jurisdiction; and

2.6.2.4 Charges by third party

Any charges by third parties including other telephone companies or wireless carriers for services. Subscriber agrees to indemnify and hold harmless ICENET WIRELESS against all claims, including fees and expenses of counsel, resulting from Subscriber's use (or the use by others with Subscriber's explicit or implicit consent) of the Services, Subscriber's codes, facilities or equipment, which causes direct or indirect damage or harm to another party or to the property of another.

2.6.2.5 Maximum Liability

In general, ICENET WIRELESS maximum liability is only limited to the monthly service fee we charge during the period where service was interrupted or was unable to be provided due to reasons not covered in this agreement.

2.7 Disconnection of Services

Disconnection and Discontinuance of Service. We reserve the right to suspend or discontinue the Service generally, or to disconnect your Service, at any time in our sole and absolute discretion. If we discontinue the Service generally, or disconnect your Service without a stated reason, you will only be responsible for charges accrued through the date of disconnection, including a pro-rated portion of the final Service Term charges. If your Service is disconnected on account of your breach of any provision of this Agreement, you

will be responsible for all charges through the end of the current Service Term, including unbilled charges, plus the disconnection fee, if applicable, all of which will immediately be due and payable. ICENET WIRELESS will pursue collection for unpaid amounts on disconnected accounts and may report to credit bureaus.

2.8 Suspension or Termination of Services by ICENET WIRELESS

2.8.1 Service Suspension

Without incurring any liability whatsoever, ICENET WIRELESS may suspend or terminate any or all of the Services for any reason whatsoever, including, without limitation, where Subscriber:

2.8.1.1 Failure to pay account charges

Fails to pay an account that is past due, or provides payment by credit card which is not honored by Subscriber's bank.

2.8.1.2 Failure to maintain deposit

Fails to provide or maintain a reasonable deposit or alternate security when requested to do so by ICENET WIRELESS.

2.8.1.3 Failure to meet ICENET WIRELESS credit requirements

Fails to meet ICENET WIRELESS's credit requirement or Subscriber becomes bankrupt or otherwise insolvent.

2.8.1.4 Failure to comply with terms

Fails to comply with the terms of a deferred payment or credit agreement with ICENET WIRELESS.

2.8.1.5 Use of services contrary to law

Uses or permits others to use the Services for a purpose or in a manner that is contrary to law; or for the purpose of making harassing, threatening, abusive, annoying or offensive calls;

2.8.1.6 Charge others for use of ICENET WIRELESS services

Charges or allow others to charge any other person for the use of the Services without ICENET WIRELESS's prior written agreement.

2.8.1.7 Harassment

Harasses, threatens or otherwise acts unreasonably towards ICENET WIRELESS, its employees or agents, or in relation to the Services.

2.8.1.8 Interference with ICENET WIRELESS facilities

Alters or otherwise interferes with ICENET WIRELESS's facilities or equipment, or fails to replace or modify equipment or facilities which may harm, damage, interfere or pose a danger to others, the Services, or ICENET WIRELESS's equipment, facilities or network; or

2.8.1.9 Resale of ICENET WIRELESS services

Uses or permits others to use the Services for reselling purposes

2.8.1.10. Abuses the network with excessive usage as may be determined by ICENET WIRELESS. Excessive usage shall be determined solely by ICENET WIRELESS.

2.8.1.11 Use of ICENET WIRELESS services for commercial purposes

Uses or permits others to use the service for commercial or business use.

2.8.2 Reconnection Fee

A suspension or termination will not affect a Subscriber's obligation to pay any amounts owed to ICENET WIRELESS either during or after the suspension or termination. If termination occurs during a term period, Subscriber will be charged for all usage plus the term obligations. Should reactivation of services be required, ICENET WIRELESS will charge a reasonable reconnection fee.

2.8.3 Credit Refund

Where the Services are cancelled, either by Subscriber or by ICENET WIRELESS as provided herein, and there is an undisputed credit balance on Subscriber's account, Subscriber may require that it be refunded to Subscriber and ICENET WIRELESS reserves the right to charge a reasonable processing fee in connection with issuing refunds.

2.9 Right to Cancel ICENET WIRELESS Services

Subscriber's Right to terminate services and early cancellation: Subscribers may cancel any or all services before the end of their Term, you will be charged an early cancellation fee as described in the service agreement for that Term Service ("Early Cancellation Fee").

Transferring your Service(s) to another service provider is a cancellation of the applicable Service(s) and an Early Cancellation Fee may apply if the transfer results in the cancellation of a Term Service before the end of its Term. Any Service remaining on your account may be removed and/or transferred to a comparable Service plan if the Service or pricing becomes unavailable as a result of the transfer.

For any cancellation request, customer can contact our customer care by phone and provide the requested disconnection date. **Where applicable by law, the customer hereby agrees that they will be 100% responsible for the charges for the remaining day(s) and months of the contract Term, up to a maximum of six (6) months.**

For phone service cancellation, if customer wants to transfer the number, the service disconnection date would be the date the number is ported away.

2.9.1 Contract Terms

The subscriber is responsible for early cancellation fee of their term period. Early cancellation fee shall be applied according to the contract terms specified in the plan description area in the printed order we ship to the customer with hardware prior to activation. The contract start date shall be the date that the Subscriber enrolled for ICENET WIRELESS Services.

2.9.2 Contract Renewal

All contracts, other than a seasonal contract, will be automatically renewed at the expiry of the term for a further term of the same length unless canceled in writing by the subscriber. Notice of cancellation in respect of contracts having a term of 12-months or longer must be received by IceNet Wireless, no later than thirty (30) days prior to expiry of the term. The Company reserves the right to refuse to renew this contract upon the expiry of any term or renewal term and the right to renew a contract on altered terms on notice in writing to the subscriber delivered no later than fifteen (15) days prior to expiry of the 12-month term.

2.9.3 No-Contract

Customers enrolled in a month-to-month package shall only be liable for the charges used up to one month after their cancellation date. In addition, the Subscriber will be responsible for all charges for the Standard Service incurred up to the effective cancellation date.

2.10 Suspension or cancelation of Services without notice

IceNet Wireless may restrict, suspend, block, disconnect or cancel any or all your Services, Equipment, accounts or identifiers in any way, including 9-1-1 service, without notice or liability to you, if:

- you are in breach of an Agreement, including for non-payment.
- you exceed your credit limit*.
- you fail to provide or maintain a reasonable security deposit or other credit requirement when we ask you to.
- you agree to a deferred payment arrangement with us and fail to comply with its terms.
- you exceed our reasonable usage limits.
- you have given us false, misleading or outdated information.
- we reasonably suspect or determine that any of your account, identifiers, Services or Equipment is the subject of fraudulent, unlawful or improper usage or usage that adversely affects our operations or the use of our services, facilities or networks or those of third parties with whom we have roaming or network sharing agreements.
- you harass, threaten or abuse us or our employees or agents.
- you fraudulently or improperly seek to avoid payment to us.
- we need to install, maintain, inspect, test, repair, remove, replace, investigate, protect, modify, upgrade or improve the operation of the Services, the Equipment or our facilities or networks.
- any account or service on which your Services depend is cancelled for any reason; or
- we reasonably believe that there is an emergency or extreme circumstance that would warrant that action.

If we restrict, suspend, block, disconnect or cancel your Services or accounts:

- you must pay any amounts owing.
- we may also restrict, suspend, block, disconnect or cancel, without notice or liability, your Services under any other agreement or account that you may have with us.
- you may be charged for any costs incurred by us in connection with your breach of these Terms, including costs incurred to enforce your compliance.
- your access to emergency or accessibility services (e.g., 9-1-1) may also be restricted, suspended, blocked, disconnected or cancelled.
- your rates for services with IceNet Wireless may change in accordance with the terms of those services; and/or
- recurring service charges continue to apply during any suspension of Services.

* ICENET WIRELESS may assign or change a credit limit on your account at any time. Service may be suspended at any time to all your accounts if your balance, including unbilled usage and pending charges, fees and adjustments, exceeds this limit. Recurring service charges continue to apply during any suspension of Services.

2.11 Administrative Fees

We may apply administrative charges in connection with your account, including because of the following:

- price plan change.
- phone number (or other identifier) change.
- transfer of service, and
- bill reprint requests.

2.11 Why am I charged a reactivation fee?

If your service is disconnected due to an outstanding bill or to reconnect service after seasonal disconnection, to reactivate service, the Subscriber will be charged a minimum \$50 reactivation fee.

2.13 Discounts and promotions

IceNet Wireless will apply a discount, promotion or benefit to your account as long as you remain eligible for it. We may check your eligibility from time to time, and if you become ineligible to receive that discount, promotion or benefit for any reason, we may remove it, and/or transfer your Service to a comparable Service plan.

2.14 No Directory Listing or 411 Service.

Unless requested by customer not to, your phone numbers you obtain from us or carryover from another provider will be listed in any telephone directories or 411 listing.

2.15 Incompatibility with Other Services

2.16.1 Apartment Buzzer Number

You acknowledge that the Service presently may not be compatible with some apartment buzzer number service, and there may be other services with which the Service may be determined to be incompatible.

2.12 Customer Service

We offer varying types and levels of customer service depending on a number of factors, including the Service you are using and the problems you are experiencing. For more information on our customer service options, please review the "FAQ" section on our website located at [www. IceNet Wireless.com](http://www.IceNetWireless.com). We assume no obligation to provide support services for any third-party products or services, or problems with the Service caused by third party products or services. Unless you have entered into a separate services agreement with us, we may change the customer service options at any time.

3. PAYMENT, REFUND AND COLLECTION

3.1 Payment

Your subscription to the Service authorizes us to collect service fees from your payment method. We may disconnect your Service at any time in our sole and absolute discretion if any charge to your payment method is declined or reversed, your payment method expires and you have not provided us with a valid replacement payment method or in case of any other non-payment of account charges.

3.2 Collection

If your Service is disconnected, you will remain fully liable to us for all charges pursuant to this Agreement and any and all costs we incur to collect such amounts, including, without limitation, collection costs and attorney's fees. Collection cost will be 50% of the amount of the unpaid invoice.

3.3 Notices

You understand that ICENET WIRELESS sends billing online by email every month. You agree to waive your rights to receive any notification from ICENET WIRELESS regarding the amount that ICENET WIRELESS will debit from your account. ICENET WIRELESS may send you messages about your billing from time to time, but ICENET WIRELESS is not obligated to do so. ICENET WIRELESS may change or cease its messages at any time without any notice to you.

3.4 Service Cancellation

To request service cancellation Customer must:

- a) Call ICENET WIRELESS support phone number.
- b) Mail the Equipment (if applicable) to ICENET WIRELESS within seven (7) days from the service disconnection date; The equipment must be in its original condition including, all packing materials, without damage on interface, all parts and accessories, documentation and manuals and all other items originally shipped to Customer. If ICENET WIRELESS does not receive the returned Equipment within thirty (30) days after the termination day, customer will be charged a minimum equipment non-return fee of \$75.00.

c) If a customer has rented equipment, IceNet Wireless will pay the return shipping and handling fee, for all other ICENET WIRELESS equipment, customer is responsible to pay the shipping and handling fees.

d) Customer can not request cancellation if ICENET WIRELESS opened a troubleshooting ticket to our local providers such as Bell/Rogers, otherwise a DMC charge \$90.00 + tax will be applied to the customer account. Customer can request cancellation after the issue is fixed.

3.3.2 Equipment warranty

Equipment refers to the boxes (CPE) required at customer site so that ICENET WIRELESS can provide service to customer. From time to time, there are two different options for ICENET WIRELESS to provide CPE to the customers: Rental or Purchased.

Rental: All rented equipment is covered under warranty as long as the customer is paying their monthly subscription and equipment rental fee.

Purchased: Those boxes are sold to the customers at the original or discounted price.

Warranty: ICENET WIRELESS provides manufacturer one (1) year warranty on all new equipment. If the equipment is deemed defective or damaged, ICENET WIRELESS will replace the equipment free of charge within the one (1) year warranty period. If the equipment is damaged due to man-made reasons, for e.g., due to using wrong power adaptor, pouring water into the box, physical damage etc., the equipment will not be covered under warranty. Upon the service cancellation, ICENET WIRELESS is not responsible for any liabilities of the CPE from the date of service termination.

3.3.3 ICENET WIRELESS hardware warranty and support policy

3.3.3.1 ICENET WIRELESS Hardware Usage

All hardware customers obtain, either rented or purchased from ICENET WIRELESS, is developed/designed for the purpose of using ICENET WIRELESS services only.

For any purchased device(s) from ICENET WIRELESS, we will not accept returns and no refund will be provided after 30 days from the purchase date. Customer should keep these device(s) upon cancellation of services.

For any device(s) rented from ICENET WIRELESS, Customer will need to return them by default within 7 days from service disconnection date upon cancellation of services, otherwise a full purchase price will be applied.

If any replacement device(s) has been sent to the customer for any reason either rented or purchased during the service period, such replacement device(s) should always be returned upon cancellation.

3.3.3.2 Loss of Warranty

Once the customer's service is disconnected, the customer will automatically lose warranty on the hardware from ICENET WIRELESS.

3.3.3.3 Third Party Equipment

ICENET WIRELESS has no obligation to guarantee that any ICENET WIRELESS equipment shall work with any third party's service;

3.3.3.4 Support for third party Equipment

ICENET WIRELESS will not provide any support to the hardware including changing configuration, firmware upgrading, repairing, exchanging etc. after ICENET WIRELESS service is cancelled.

3.3.3.5 No liability for third party equipment

ICENET WIRELESS has no liability for any issue or failure caused by that equipment.

3.4 Marketing Promotion terms

3.4.1 Free or discounted Hardware

Hardware free rental promotion. ICENET WIRELESS might give hardware with free rental to customers so that customers can use our services. Those promotional equipment (the "Equipment") might not be exactly the same as the pictures shown in the advertisement and might have different models as well. ICENET WIRELESS reserves the right of final explanation and decision of which type of equipment to give. The equipment might be either new or refurbished, and are tested and guaranteed to be working. But the equipment is not guaranteed to be new from original manufactures. That equipment has the ICENET WIRELESS standard hardware life time warranty if the equipment damage is not due to man-made reasons (such as fire, broken due to wrong power adaptor, physical damage, and pouring water etc.). If cancellation of ICENET WIRELESS service is made over 30 days from activation, these free rented equipment should be returned to ICENET WIRELESS to avoid additional charge, or customer can purchase them at discounted price if agreed and approved by ICENET WIRELESS.

3.4.2. One Time Fee Discount

ICENET WIRELESS might give discount to or waive one time charges such as Processing Fee, Activation Fee, Shipping and Handling Fee and Hardware Purchasing Fee etc. at intervals for the purpose of promotion. For the part of the one time charges which was discounted or waived, if customers cancel the service within 30 days, the discounted or waived portion will be charged back to the original level. If customers cancel the service after 30 days from the service activation, there would be no charge back for the one time fee discount.

3.4.3 Service Fee Discount

Service Fee Discount: ICENET WIRELESS might give new customers monthly service fee discounts from time to time based on the term specified by the corresponding promotion. The common terms might be 1 month, 3 months, 6 months, 1 year, 2 years, etc. The monthly service fee discount will be stopped automatically at the maturity of the pre-stated terms and the monthly fee will revert back to the original price. We will not renew any of the discounts on our own initiative nor choose any service plans other than the corresponding standard service plans for customers. It is the customer's responsibility to contact

us before the expiration date of the discount promotion and select a new service plan available at that time which can better serve customer's needs. If customers cancel the service within 1 year, previously discounted service fee will be charged back to make the previous monthly service fee be back to the original price.

3.4.4 Long Distance Package Discount

ICENET WIRELESS might give new customers free long distance packages from time to time based on the term specified by the corresponding promotion. The common terms might be 1 month, 3 months, 6 months, 1 year, 2 years etc. The long distance package discount will be stopped automatically at the maturity of the pre-stated terms and the long distance package will revert back to the original price. We will not renew any of the discounts on our own initiative nor choose any long distance packages other than the corresponding standard long distance packages for customers. It is the customer's responsibility to contact us before the expiration date of the discount promotion and to select a new long distance package available at that time which can better serve customer's needs or choose to remove the long distance package. If customers cancel the service within 1 year, previously discounted long distance package fees will be charged back to make the previous long distance package fee be back to the original price.

3.4.5 Free Prize

ICENET WIRELESS might give customers third party products such as TVs, IPADs etc. as free prizes for promotional lucky draws. There is no obligation for customers to keep using ICENET WIRELESS services in order to maintain the ownership of the free prizes as long as the conditions are valid. ICENET WIRELESS is not providing any warranty or support to those third-party products. Customers need to get support from the manufacturers directly.

3.4.6 Referral Program

To show appreciation to loyal ICENET WIRELESS customers who recommend ICENET WIRELESS to their friends, ICENET WIRELESS might give eligible referrals, certain gifts or service discounts as referral bonus according to different promotions. The following terms and conditions apply: The referral bonus only applies to active ICENET WIRELESS customers who recommend New Active ICENET WIRELESS Internet customers; referral bonus for each valid recommendation; The referral bonus will be effective 30 days after your friends' ICENET WIRELESS Internet service activation date; The referral bonus is not redeemable as cash; When the ICENET WIRELESS account deactivated, all remaining referral fees will be cleaned out and will not be refunded in any format; Valid referee's ICENET WIRELESS promotion code must be provided at the time when order been submitted or within 1 day (24 hours) after by calling us or sending us an email; Late promo codes are not accepted, the offer is lapsed automatically after the time limit; Terms and conditions and explanation rights belong to ICENET WIRELESS and might be changed without notice.

3.4.7 ICENET WIRELESS new promotion offer

ICENET WIRELESS new promotion offer is available only for new residential customers subscribing to Internet, Home phone, TV service. New promotion offer may only be provided to the same residential

customer and/or household where ICENET WIRELESS service has been cancelled within past 3-months after service activation. Promotion offer may change from time to time without prior notice.

5.0 LIMITATION OF LIABILITY; MISCELLANEOUS

5.1 Limitation of Liability

We will not be liable for any delay or failure to provide the Service, including 911 Dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:

- a) An act or omission of an underlying carrier, service provider, vendor or other third-party.
- b) Equipment, network or facility failure, shortage; equipment, network or facility upgrade relocation or modification caused by any reason include the loss of power.
- c) Force events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions.
- d) Any act or omission by you or any person using the Service or Device provided to you; or any other cause that is beyond our control, including, without limitation, a failure of or defect in any Device, the failure of an incoming or outgoing communication, the inability of communications (including, without limitation, 911 Dialing) to be connected or completed, or forwarded.
- e) Our aggregate liability under this agreement will in no event exceed the Service charges with respect to the affected time period.
- f) Disclaimer of Liability for Damages. In no event will ICENET WIRELESS, its officers, directors, employees, affiliates or agents or any other service provider who furnishes services to you in connection the service be liable for any direct, incidental, indirect, special, punitive, exemplary, compensatory, or consequential damages, or for any other damages, including but not limited to personal injury, wrongful death, property damage, loss of data, loss of revenue or profits, or damages arising out of or in connection with the use or inability to use the service, including inability to access emergency service personnel through the 911 dialing service or to obtain emergency help. The limitations set forth herein apply to claims founded in breach of contract, breach of warranty, product liability, tort and any and all other theories of liability and apply whether or not we were informed of the likelihood of any particular type of damages.

5.2 Warranty

In providing Internet access service. The Company, its officers, directors, employees, representatives and agents, make no representations or warranties except as expressly stated herein and EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND SECURITY, AND SHALL NOT BE LIABLE TO THE SUBSCRIBER FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER RESULTING FROM PROVISION OF OR FAILURE TO PROVIDE THE SERVICE. WITHOUT LIMITING THE FOREGOING, THE COMPANY WILL NOT BE LIABLE FOR DAMAGES RESULTING FROM THE USE OR INABILITY TO USE THE SERVICE OR TO ACCESS THE INTERNET, RELIANCE ON INFORMATION OBTAINED THROUGH THE INTERNET,

INTERRUPTIONS IN SERVICE FOR ANY REASON, DELETION OF FILES OR E-MAIL, LOST DATA, UNAUTHORIZED ACCESS TO THE CUSTOMER'S RECORDS OR FILES, ERRORS DEFECTS, DAMAGES TO COMPUTERS AND, STORED INFORMATION DUE TO VIRUSES, DELAYS IN OPERATION OR TRANSMISSIONS OR ANY OTHER FAILURE OF PERFORMANCE.

5.3 Indemnification

Customer hereby agrees to indemnify and hold harmless ICENET WIRELESS and its officers, directors, shareholders and affiliates from and against any and all claims, damages and/or liability arising out of the Services or Equipment, including, without limitation, claims for libel, slander, invasion of privacy or infringement of copyright arising out of material, data or information transmitted via the Services and claims arising out of any intentional act or omission by Customer or others authorized by Customer to use the Service.

5.3 Content

You will be liable for any and all liability that may arise out of the content transmitted by you or to any person, whether authorized or unauthorized, using your Service or Device. You shall assure that your and your User's use of the Service and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. We reserve the right to disconnect or suspend your Services and remove your or your Users' content from the Service, if we determine, in our sole and absolute discretion, that such use or content does not conform to the requirements set forth in this Agreement or interferes with our ability to provide Services to you or others. Our action or inaction under this Section will not constitute any review or approval of your or Users' use or content.

5.4 Language

You are receiving this Agreement in English because you requested a copy in English. If you require a copy in French, please let us know. Vous avez demandé que cette entente ainsi que tous les documents en faisant partie soient rédigés dans la langue anglaise mais si vous souhaitez que votre entente soit en français, veuillez communiquer avec nous.

5.5 Governing Law

You agree that this service is governed by the laws of Ontario. You agree that Ottawa, Ontario, in which the registered office of the Company is located, shall be the forum for any legal action relating to the services provided.

5.6 Regulatory

Telecommunications are federally regulated. This Agreement is governed by the federal laws and regulations of Canada, including the Canadian Radio-television and Telecommunications Commission's Internet Code, and any provincial laws (or portions thereof) which may apply to IceNet Wireless or the Services in the province in which your Services are primarily provided. To the extent not precluded by applicable law, you agree that no dispute between you and IceNet Wireless, or involving any person but you, may be joined or combined together, without the prior written consent of IceNet Wireless, including in any class proceedings.

5.7 Facilities

The facilities used to provide the Services may change from time to time. If there is a change in Internet facilities, IceNet Wireless may need to realign or relocate your receiving antenna in order to continue providing the Services. Certain Services are regulated by the Canadian Radio-television and Telecommunications Commission (the "CRTC"). This Agreement may be changed as necessary to comply with any new or modified regulations, directions, or orders of the CRTC.

5.8 Mandatory and Binding Arbitration

All claims or disputes between Customer and ICENET WIRELESS arising in any way whatsoever out of the Services or the Equipment shall be resolved by binding and final arbitration by a single arbitrator. The Canada Arbitration Association shall administer the arbitration under the Commercial Arbitration Rules. The arbitration shall be conducted in Toronto, Ontario, Canada in English language. No arbitrator may award relief outside the limits set herein. Customer agrees that all claims shall be in Customer's individual capacity and that Customer will not commence or join any class or consolidate Customer's claim with the claims of any person or persons. Customer hereby waives any right to a jury trial.

5.9 Entire Agreement

This Agreement, including any future modifications as may occur within the terms of the Agreement, and the rates for Services found on our website constitute the entire agreement between you and ICENET WIRELESS and govern the use of the Service by you, members of your household, guests and employees. This Agreement supersedes any prior agreements between you and ICENET WIRELESS and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

5.8 If this Agreement become unenforceable

If any part of this Agreement becomes outdated, prohibited or unenforceable, the remaining terms will continue to apply to you and ICENET WIRELESS. Even if ICENET WIRELESS decides not to enforce any part of this Agreement for any period of time, the term still remains valid and ICENET WIRELESS can enforce it in the future.

5.9 Severability

If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement will remain valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

5.10 Customer Information Security

With this agreement, subscriber acknowledge that you authorize ICENET WIRELESS to obtain, at any time, information regarding customer credit from any personal agent, financial institution, employer or any other person with whom he or she may have business relationship and authorizes such person to transmit such information to ICENET WIRELESS. The consent is given for the purpose of opening an account and recovering sums that may be owing to ICENET WIRELESS. This information will be treated confidentially at any time. With limitation, ICENET WIRELESS may use subscriber information for advisement purpose,



you shall notice to ICENET WIRELESS in writing if you don't want to be listed on distribute list for advisement. ICENET WIRELESS may sometimes legally required to monitor, record, and provide evidence of the activity or information of the identified Customers or required to remove some content as a result of court orders or warrants, without prior or subsequent notice provided to the Customer. You also acknowledge that use of ICENET WIRELESS services confirms your acceptance of these terms and conditions. It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English.

6.0 FUTURE CHANGES TO THIS AGREEMENT

We may change the terms and conditions of this Agreement from time to time. Notices will be considered given and effective on the date posted on [www. IceNet Wireless.com](http://www.IceNetWireless.com). Such changes will become binding on you on the date they are posted to our website and no further notice by us is required upon your continued use of the Service. The Agreement as and when posted supersedes all previously agreed to electronic and written terms of service, including, without limitation, any terms included with the packaging of the Device and also supersedes any written terms provided to Retail Customers in connection with retail distribution, including, without limitation, any written terms enclosed within the packaging of the Device.

Last Updated: April 5, 2025