

SERVICE PLAN TERMS AND CONDITIONS

By clicking “I agree” and placing an order you are agreeing to purchase your selected service plan (your “**Service Plan**”). You are also indicating that you have read and agree to the following terms and conditions and agree to any other terms and conditions on our website.

1. PRICE AND PAYMENT

You agree to pay Axia Connect Ltd. (“**Axia**”, “**us**”, “**we**”, “**our**” and the like) the activation fees (if any), monthly recurring fees, and any other fees and charges related to your Service Plan (including any changes or termination of your Service Plan) identified by us from time to time plus applicable taxes. We will charge your credit card commencing on the Service Date (as defined below), monthly in advance for recurring charges for the remainder of your Service Plan, as well as for any other fees and charges that may become payable from time to time. You authorize us and any third party that processes payments on our behalf to use your credit card and retain your credit card and payment information for any outstanding balances and you waive pre-notification of the amounts and dates of the charges to your credit card. If we are unable to charge your credit card after 30 days past the payment date, we will terminate your Service Plan. This termination does not release you from your responsibility to pay the fees for the Service Plan or a Cancellation Fee, if applicable.

2. INSTALLATION; SPECIFICATIONS

We will contact you or provide an online scheduling tool to arrange an installation time. You authorize us to install fibre on your property and to install a device (the “**Box**”) in your home or business. We own the Box and the fibre and we may change it if we want to or need to in order to provide you with your Service Plan. You can connect your equipment to the Box but you cannot make any other connections to the fibre we have installed for you or tamper with it in any way. If you break the Box or damage the fibre, intentionally or not, we have the right to charge you for another Box or to fix the fibre.

The Box’s specifications are below (or are otherwise provided by Axia) (“**Box Specifications**”):

Dimensions: 3.8 cm H x 25.4 cm W x 15.2 cm D

Operating conditions:

- Temperature: 0°C - +40°C.
- Humidity: 5 ~ 90% relative humidity.
- To ensure adequate ventilation, nothing should be placed on the top of the Box.

Power specifications:

- 100-240 VAC 50/60 Hz.
- Max Power: 15W.

3. DURATION OF AND CHANGES TO SERVICES

Your Service Plan will start on the day when it is installed and ready for use in your home or business (the “**Service Date**”) and will continue for the term you selected. When your term ends, your Service Plan will continue automatically on a month-to-month basis; the current fees and Service Plan Terms and Conditions will apply.

You can increase (upgrade), decrease (downgrade) or cancel the bandwidth service selected in your Service Plan by notifying us of the change (the “**Request**”) in which case the terms and conditions provided below will apply. A Request for an upgrade or downgrade will trigger the termination of your existing Service Plan and the creation of a new Service Plan reflecting the revised bandwidth amount, pricing and new term.

Upgrades: A Request for an upgrade can be submitted at any time and will usually be completed within five business days of receipt of the Request. You will not be charged an activation fee for an upgrade. Any prorated credits for the remainder of the month of lower bandwidth will be applied to the first payment for the upgraded Service Plan.

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Downgrades: We will downgrade your services on the monthly bill date of your Service immediately following the submission of the Request. You will be charged an activation fee for a downgrade. You will not be eligible for any promotions unless the downgrade Request is made during a month-to-month term.

Cancellation. A Cancellation Fee (as set out below) will apply when a Request for the termination of your Service Plan is submitted. We will stop billing for Services on the day we receive your cancellation request. We will disconnect your service within 5 business days of the request for cancellation. For clarity, cancellation during a month-to-month term will not result in a Cancellation Fee but the same notice and disconnection timelines apply. You are responsible for returning The Box to Axia when you cancel your service.

Cancellation Fee. YOU AGREE TO PAY US ALL FEES DUE FOR THE TERMINATED SERVICE PLAN UNTIL THE DATE OF TERMINATION. YOU AGREE TO PAY A CANCELLATION FEE EQUAL TO 50% OF THE REMAINING MONTHLY RECURRING CHARGES UNTIL THE END OF THE TERM OF YOUR SERVICE PLAN. YOU ACKNOWLEDGE THAT THIS CANCELLATION FEE IS TO COMPENSATE US FOR COSTS INCURRED AS A RESULT OF EARLY TERMINATION AND IS NOT A PENALTY.

4. SERVICE PERFORMANCE

We do not guarantee the service levels or that your Service Plan will be uninterrupted. You acknowledge that you will not be entitled to any service credits or to any other kind of compensation or remedy.

You also acknowledge that Axia does not control and is not liable for any content transmitted using your Service Plan. We do not warrant or guarantee the security, accuracy, destination, availability or any other aspect of information transmitted.

5. YOUR RESPONSIBILITIES

Your information. You must provide accurate and complete information about yourself and your business (as applicable). If your information changes, you must promptly update the information in My Account. If we do not believe the information is accurate, we may choose not to provide you with the Service Plan.

Your Stuff. You are responsible for providing at your premises space, internal wiring, power, cabling, and an environment (“**Your Stuff**”) sufficient for the Box Specifications in your utility room near your service entrance. If we believe Your Stuff is likely to cause hazard or service obstruction, you will try to eliminate this likelihood at our request.

Your cooperation. You will cooperate with us, respond to all reasonable requests for information and facilitate our installation and delivery of your Service Plan to you. You will comply with any restrictions on use of the services, and with any use policies or instructions we communicate to you.

Box Specifications. You are responsible for ensuring that operation of the Box is in compliance with the Box Specifications in order for us to provide you services.

Acceptable Use Policy. You will comply with [Axia's Acceptable Use Policy](#) available on our website.

6. TERMINATION

If either of us is in breach of this agreement, the one that is not in breach can terminate this agreement and your Service Plan by providing 30 days written notice. If either of us goes into bankruptcy, receivership, or similar proceeding, the other can terminate this agreement and your Service Plan. Axia may elect to terminate this agreement and your Service Plan if Axia provides you with notice equal to the lesser of six months and the remaining balance of the term of your Service Plan. Upon termination of the Service Plan, you will pay Axia all amounts owing and you will return the Box to Axia in accordance with the instructions provided.

7. PRIVACY

You authorize Axia to collect, use, transmit, process and store information relating to you and your business (as applicable) as described in the most current version of the [Axia Privacy Statement](#).

8. NOTICES

Let's communicate with each other online, through the [website](#) or by [email](#). You can also call us at [1 \(844\) 276 2888](#). Axia's address for legal notices is: Axia Connect Ltd., 3300, 450 1st Street SW, Calgary, AB, T2P 5H1. Fax: (403) 538-4100.

9. CHANGES TO THESE TERMS

We may make changes to this agreement from time to time. You can review the most current version of this agreement on our website. Your continued use of your Service Plan indicates you agree to the most current version.

10. NO WARRANTIES

YOU UNDERSTAND AND AGREE THAT YOUR SERVICE PLAN IS PROVIDED "AS IS", "WITH ALL FAULTS", AND "AS AVAILABLE" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY OR CONDITION THAT YOUR SERVICE PLAN WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, WILL BE AVAILABLE OR PROVIDED ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR THAT ANY DEFECTS OR ERRORS THEREIN WILL BE CORRECTED. WE ATTEMPT TO ENSURE YOUR ACCESS AND USE OF YOUR SERVICE PLAN IS SAFE BUT WE DO NOT REPRESENT OR WARRANT THAT YOUR SERVICE PLAN IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

11. DISCLAIMER OF CERTAIN DAMAGES

UNDER NO CIRCUMSTANCES WILL WE (INCLUDING OUR CONTRACTORS OR LICENSORS) BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES; FOR LOSS OF PROFITS OR ANTICIPATED SAVINGS; OR FOR LOSS OR CORRUPTION OF DATA, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

12. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR (INCLUDING OUR CONTRACTORS AND LICENSORS) MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR YOUR SERVICE PLAN WILL BE TO RECOVER THE ACTUAL AMOUNT OF DAMAGES YOU INCUR UP TO THE AMOUNT YOU PAID, IF ANY, TO US FOR THE SERVICE PLAN IN THE SIX (6) MONTHS PRECEDING THE CLAIM; OR, IF YOU HAVEN'T PAID ANYTHING TO US IN THOSE SIX (6) MONTHS, FIVE DOLLARS (CAD\$5.00).

13. APPLICATION OF LIMITATIONS OF LIABILITY

Each of the limitations of liability in Sections 11 and 12 apply for all causes of action including (a) breach of contract, (b) breach of warranty, (c) tort, including negligence and misrepresentation, (d) strict liability, or (e) any other cause of action, to the maximum extent the exclusions and limitations are not prohibited by applicable law. Certain laws do not allow limitations on implied warranties, or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions, or limitations, may not apply to you, and you may have additional rights to those contained herein.

14. INDEMNIFICATION

You agree to indemnify us (including our directors, officers, employees, agents, suppliers and contractors) harmless from and against any and all costs, liabilities, losses and expenses (including, but not limited to, reasonable legal fees and expenses) resulting from any claim, suit, action, or proceeding brought against any of us by third parties arising from your use of your Service Plan.

15. GENERAL

Governing Law. This agreement is governed by the laws of the Province of Alberta and applicable laws of Canada. **Severability.** If a court determines that part of this agreement is invalid, the rest of the provisions are still applicable. If any provision is deemed unenforceable, where possible, it will be modified to the extent necessary to make it enforceable. **Assignment.** You may not assign, transfer or sub-license this agreement or your Service Plan. We may assign this agreement at any time. **Performance of Obligations.** We may perform our obligations through the use of our affiliates, subcontractors, suppliers or agents but we will remain liable to you. **No Waivers.** If we fail to act with respect to a breach by you or others, we are not waiving our rights to act with respect to subsequent or similar breaches. A waiver will only be binding on us if it is in a written document signed by us. **Entire Agreement.** This agreement (including any incorporated terms) constitutes the entire agreement between us with respect to your Service Plan. **Survival.** After termination of this agreement, the following provisions will survive: **1, 2, 3, 10, 11, 12, 13, 14** and **15**.