

## **Quadro Communications Co-Operative Inc. Terms of Service**

**Please read all the terms and conditions of this agreement with Quadro Communications Co-Operative Inc. ("Quadro") carefully. By clicking "I agree", by using Quadro Services, or by signing a document that refers to these terms you agree to be bound by the terms and conditions of this agreement, even if you have not read them. Signing a document may be done by ink signatures or by electronic means. It is important to read this entire agreement. In particular, it contains provisions that may limit your rights, such as the sections titled Limitation of Liability, Indemnification, and Limited Warranty.**

These Terms of Service include Quadro's Acceptable Use Policy and Privacy Policy which are incorporated by reference, and are subject to laws that govern Quadro's Services, including without limitation and without limiting the generality of the foregoing CRTC and OIST tariffs.

Services currently delivered to Telephone Customers who live in the following exchanges: Kirkton (519-229), Granton (519-225), Sebringville (519-393), and Uniondale (519-349) are tariffed by the CRTC. Quadro may elect or be required to file with the CRTC or other appropriate regulatory agency, tariffs respecting the delivery of certain other Services. To the extent that terms contained in any of Quadro's tariffs are inconsistent with the terms contained in the Terms of Service, or any other provisions agreed to, the terms set forth in the applicable tariff shall govern Quadro's delivery of, and the Customer's consumption or use of, Quadro's Service.

Quadro may modify the Terms of Service at its discretion. Quadro will post a notice of the change. The most recent update date is indicated at the bottom of the Terms of Service.

Quadro recommends that the Customer retain a copy of the Terms of Service. If the Customer is unable to view this online, a printed copy may be obtained by contacting a Quadro business office. In the event of conflict between any customer agreement, contract, subscription or addendum and the Terms of Service, the terms of the Terms of Service will govern unless expressly specified otherwise in the customer agreement, contract, subscription or addendum.

The Customer may obtain more information about the Services and the Terms of Service by contacting Quadro's Customer Service at the telephone number(s) shown on the invoice or online at Quadro's Web Site at [www.Quadro.net](http://www.Quadro.net). The Customer may also contact Quadro through Quadro's local offices listed in the Contact Us section on Quadro's Web Site.

If the Customer is not satisfied with the service Quadro has provided, the Customer may escalate the dispute. Information on how to escalate a dispute is listed on the Legal & Regulatory section on Quadro's Web Site at [www.Quadro.net](http://www.Quadro.net) or by contacting Quadro's Customer Service.

## 1. Definitions

These definitions when used in the Terms of Service or in other documents such as agreements, contracts, subscriptions or addendums will be capitalized.

### **Contracted Service**

Any Service with a specified Service Term or conditions set forth in a separate customer agreement, contract, subscription or addendum and agreed to by the Customer.

### **Customer**

Any individual or business that has an account with Quadro and/or uses, has used, or applies to use Quadro's Services.

### **Customer's Equipment**

Any property owned or leased by the Customer and used in conjunction with Quadro's Services, including, but not limited to; facilities, terminal and other equipment, wires, lines, cables, ports, computers, modems, routers, switches, networks, set top boxes, telephones, Mobile Devices, home security, medical devices, fax machines, channel service units, data service units, cabinets, racks, private rooms and the like.

### **Customer Order**

A request for Services submitted by the Customer in the form designated by Quadro.

### **CRTC**

Canadian Radio-television and Telecommunications Commission

### **Demarcation Point**

The point at which Quadro's Equipment ends and connects with the Customer's Equipment at the Service Location.

### **Early Termination**

Early Termination occurs when Services are cancelled by the Customer or Quadro after the Service Commencement Date and prior to the end of the Service Term.

### **Emergency Maintenance**

Unplanned events to install, inspect, repair, replace or modify the Services or Quadro's Equipment in order to prevent an unplanned outage or damage to Quadro's Equipment.

### **Employee**

Any individual or contractor who works for, or provides labour to Quadro in exchange for wages, salary or compensation.

### **Grace Period**

The period after the date Quadro's invoice is created but before the amount invoiced will be considered Past Due. No Grace Period shall apply to deposits payable by the Customer.

### **Mobile Device**

Any wireless communication device intended for use with the Services, including a mobile phone, smartphone, wireless modem, wireless Internet sticks or SIM (subscriber identity module) card.

### **Month**

A period from a specified day in one month to the day numerically corresponding to that day in the following month, less one.

### **Overage**

Usage in addition to allowable usage included with the Service.

### **Past Due**

Invoices are considered Past Due when the Grace Period lapses, unless expressly specified in a separate service agreement, contract, subscription or addendum.

### **Personal Information**

Information about an identifiable individual as defined in the *Personal Information Protection and Electronic Documents Act*.

### **Programming**

As the context requires, any or all of the Quadro programming, subscription programs, programming packages, pay per view Services, interactive Services, and any other related Services that Quadro provides from time to time, and for greater certainty includes video Programming provided on Quadro's video Services.

### **Quadro**

Quadro Communications Co-Operative Inc., and includes its partners, affiliates and associates, as they may exist from time to time.

**Quadro's Equipment**

Any property owned or leased by Quadro and used to deliver Services, including, but not limited to; facilities, terminal and other equipment, wires, lines, cables, ports, routers, switches, networks, set top boxes, Mobile Devices, computers, channel service units, data service units, cabinets, racks, private rooms and the like.

**Quadro's Web Site**

All Web Sites maintained and controlled by Quadro, as well as all social media accounts maintained and controlled by Quadro.

**Retail Rate**

Quadro's standard rate charged for Services that are not Contracted Services.

**Services**

Includes telephone, wireless, internet, video services, mobility services and such other products, features, notifications and services as Quadro may provide from time to time.

**Service Area**

The geographic area within which Quadro offers a Service.

**Service Commencement Date**

The Service Commencement Date is the installation completion date and except for multiple Service Location contracts, the date invoicing for the Services will commence and the first day of a contract.

**Service Location**

The location or locations to which the Services are delivered.

**Service Term**

The duration of time (measured starting on the Service Commencement Date) for which the Services are ordered. The end of the Service Term may be specified in a separate service agreement, contract, subscription or addendum or by the Terms of Service or by an applicable tariff for the Services. The minimum Service Term is one (1) Month.

**Telephone Customer**

Any Quadro Customer who subscribes to a Quadro landline telephone service.

**Third-Party Provider**

Includes, but is not limited to, any other local telephone company, any connecting carrier or underlying carrier or other provider of connections, facilities, features or services.

**VoIP**

Voice over Internet Protocol, which is a method of providing telephone service over the Internet.

## **2. Violation of the Terms of Service**

- 2.1 Quadro prefers to advise customers of inappropriate behaviour and will resort to corrective action only if necessary. However, if the Customer uses the Services in a way which Quadro, in its discretion, believes violates the Terms of Service, Quadro may take any responsive actions it deems appropriate. Responsive actions may include, but are not limited to, the immediate suspension or termination of all or any portion of the Services. Quadro will not incur any liability for any such responsive actions. The responsive actions described above are not Quadro's exclusive remedies, and Quadro may take any other legal or technical action it deems appropriate.
- 2.2 Quadro may investigate suspected violations of the Terms of Service, including the gathering of information from the Customer or other users involved and from the complaining party, if any, as well as examination of material on Quadro's servers and network. During an investigation, Quadro may suspend the Customer's services, or services involved and/or remove from its Equipment any material which potentially violates the Terms of Service.
- 2.3 Quadro may cooperate with (i) law enforcement authorities in the investigation of suspected criminal violations, and/or (ii) system administrators at other service providers or other network or computing facilities in order to enforce the Terms of Service. Such cooperation may include Quadro providing Personal Information about a subscriber, in accordance with applicable laws and the guidelines set out in Quadro's Privacy Policy.
- 2.4 Quadro may disclose any information as it, in its discretion, deems necessary to satisfy any applicable law, regulation, legal process or governmental request. Quadro may edit, refuse to post or to remove any information or materials, in whole or in part, from its Equipment, in its discretion.
- 2.5 The failure of Quadro to enforce the Terms of Service, for whatever reason, shall not be construed as a waiver of any right to do so at any time.
- 2.6 If any portion of the Terms of Service is held invalid or unenforceable, that portion will be construed consistent with applicable laws as nearly as possible, and the remaining portions will remain in full force and effect.

## **3. Security**

- 3.1 The Customer is responsible for the security of all equipment that the Customer connects to the Services or to Quadro's Equipment.
- 3.2 Use of some of the Services requires a login ID and password. It is the Customer's responsibility to protect that information, including without limitation, to use effective passwords that are not easily guessed or discoverable, and keep login ID's and passwords confidential. The Customer is responsible for any activity that occurs under its login ID. The Customer must notify Quadro immediately if they discover any compromise of its logon ID or passwords or suspect unauthorized use of the Service using their identity.
- 3.3 The Customer is responsible for any misuse of the Services that originates from the Customer's account, even if such misuse or other similar activities are committed by any friend, family, co- worker, employee, guest or any other person or business with access to the account. The Customer must ensure that others do not gain unauthorized access to the Services or Quadro's Equipment, and is responsible for all costs associated with such unauthorized access.
- 3.4 The Customer must notify Quadro immediately when they become aware of any lost or stolen Quadro Equipment.
- 3.5 When Quadro notifies the Customer of complaints received regarding alleged violation of the Terms of Service by the Customer or by third parties that have gained access to the Services through the Customer, the Customer must promptly investigate and take all reasonable actions to remedy any violations.
- 3.6 Quadro may install and use any appropriate devices to prevent violations of the Terms of Service, including devices designed to filter or terminate access to Services. Any such device which is required by law or appropriate regulatory authority to be installed at the Customer's Service Location shall be installed at the Customer's sole cost and expense.

## **4. Services**

- 4.1 Services are only available in Quadro's Service Area where technology permits.
- 4.2 Quadro's Equipment and Services may be subject to intellectual property rights reserved by Quadro or third parties. Nothing contained in the Terms of Service shall grant to the Customer any right, license, title or ownership of, in or to any intellectual property rights of Quadro or any third-party in or to Quadro's Equipment, technology or processes.
- 4.3 Customer will not resell, share, or otherwise distribute the Services or any portion thereof to any third-party without the express written consent of Quadro and the payment of any applicable charges.

- 4.4 Customer will not exploit for commercial purposes any Services or engage in, or allow, any alteration, copying, reproduction of or tampering with electronic serial numbers or other identification, signaling or transmission functions or components of the Customer's Mobile Device or Quadro's Equipment.
- 4.5 Customer's must ensure that the Customer's Equipment meets the requirements set out by Quadro which are necessary to use the Services, as may be amended from time to time.
- 4.6 Quadro's residential Services are designed for the Customer's personal use. Customers may not use Quadro's residential services to operate a commercial enterprise.

## **5 Content and Programming**

- 5.1 Quadro does not warrant the condition or content of any Programming the Customer is able to view through use of any of Quadro's Services.
- 5.2 There may be Programming content or other content that the Customer may find offensive. Viewing and/or use of such content is at the Customer's own risk. Some Programming and content may not be suitable for minors. The Customer must supervise all minors whom the Customer permits to view the Programming and access the content through the Customer's account.
- 5.3 Quadro attempts to ensure that the content on Quadro's Web Site is accurate and reliable, however, since the content has been compiled by Quadro from a variety of sources, it is provided to the Customer on an "as is" and "as available" basis.
- 5.4 Links available on Quadro's Web Site will allow the Customer to link to web sites not maintained or controlled by Quadro. Quadro is not responsible for any user content on the linked sites, including without limitation any content, links to other sites, any changes to those sites, or any policies those sites may have. Quadro provides user content and links as a convenience only and such links do not imply any endorsement by Quadro of that content or sites.
- 5.5 All video Programming is provided on a "subject to availability" basis. Certain video Programming transmitted by Quadro, including sports events, may be "blacked out" from time to time at the request of the programmer for copyright or other reasons. If the Customer circumvents or attempts to circumvent any of these "blackouts", the Customer may be subject to legal action. Programming may also be subject to temporary interruption due to natural phenomena or causes outside of Quadro's control. Quadro will not refund charges or credit the Customer for the blackout period or for temporary interruptions.
- 5.6 Unless specified in a separate customer agreement, contract, subscription or addendum, any rights that Quadro affords the Customer to receive and view video Programming are exclusively for the Customer's viewing at the Service Location, and the Customer will not receive or view, or attempt to receive or view, any of the video Programming outside of the Service Location. Video Programming may not be rebroadcast, transmitted or performed in any form, and no admission charged, or any other consideration received, by or for the Customer's benefit from any third-party in return for allowing such third-party to listen to or view any video Programming provided by Quadro.
- 5.7 Customer may not receive video Programming, or any portion of the Services, without payment to Quadro (unless expressly permitted to do so by Quadro). Doing so may result in civil or criminal liability. Quadro may take any action to prevent the reception of its video Programming without payment, including the right to modify or disable the Service.
- 5.8 Unless otherwise indicated by Quadro at the time the Customer places an order for pay-per-view or video on demand Programming, all sales of pay-per-view or video on demand Programming are final.

## **6 Service Interruption and Monitoring**

- 6.1 Quadro may have to interrupt the Services in order to perform planned or Emergency Maintenance or for other technical reasons.
- 6.2 Quadro may interrupt the Services or inspect Quadro's Equipment at any time, for any duration of time, without notice to the Customer or liability to Quadro in order to perform Emergency Maintenance. Quadro will use reasonable efforts to minimize disruption to the Services caused thereby.
- 6.3 Quadro may, at its discretion, and without notice to the Customer;
  - a. Make changes to Quadro's Equipment (including changing technology, and, in order to provide a good experience for the majority of our customers and minimize capacity issues and degradation in network performance, temporarily reducing data throughput for a subset of customers who use a disproportionate amount of bandwidth);
  - b. Enlarge, reduce or change coverage areas; and
  - c. Change or end supplier relationships.
- 6.4 The Services may not function in the event of a network outage or power failure, regardless of where the power failure or network outage arises. A power failure or network outage may require Quadro to reset or reconfigure Quadro's Equipment to reactivate the Services.

- 6.5 The Services may not function correctly, or at all, in the following circumstances:
- a. If the Customer's equipment or device fails, is not configured correctly or does not meet Quadro' requirements;
  - b. A network outage or a power failure; or
  - c. If an individual at the Service Location tampers with or, moves the equipment to a location other than the Service Location.
- 6.6 Quadro does not warrant uninterrupted use of the Services unless otherwise expressly stated in a separate customer agreement, contract, subscription or addendum.
- 6.7 If an outage is not able to be repaired within 24 hours from when the customer notified Quadro of the outage, the Customer may be entitled to a prorated credit based on the days without service minus the first 24 hours, to a maximum of one month's service.
- 6.8 Quadro has the right but not the obligation to access, monitor, investigate and preserve a record of any content transmission or other use of the Services. Quadro may do so to satisfy any law, to enhance operating efficiencies, improve service levels, assess client satisfaction, or protect Quadro or its customers from use of the Services contrary to the Terms of Service.

## 7 9-1-1 Emergency Services

- 7.1 The Customer's name, address and telephone numbers will be accessible by 9-1-1 service providers, even if an unlisted telephone number is requested and paid for.
- 7.2 Mobile Device 9-1-1 service is provided for Mobile Device service. When 9-1-1 is dialed, the call is automatically routed to the Public Safety Answering Point (PSAP) associated with the tower the Mobile Device is connected to. The caller will be required to provide their name, telephone number and address to the PSAP operator. 9-1-1 service, may not be available during network outages, including Planned and Emergency Maintenance, during power outages and could be affected by signal strength.
- 7.3 The following provisions relate to 9-1-1 service for VoIP.
- a. **Description:** VoIP services allow you to make or receive telephone calls over the Internet to or from the public switched telephone network. The nature of VoIP telephone calls, while appearing similar to traditional telephone calling services, create unique limitations and circumstances, and you acknowledge and agree that differences exist between traditional telephone service and VoIP telephone services, including the lack of traditional 9-1-1 emergency services.
  - b. **9-1-1 service:** Because of the unique nature of VoIP telephone calls, emergency calls to 9-1-1 through your VoIP service will be handled differently than traditional phone service. The following provisions describe the differences and limitations of 9-1-1 emergency calls, and you hereby acknowledge and understand the differences between traditional 9-1-1 service and VoIP calls with respect to 9-1-1 calls placed to emergency services from your account as described below.
  - c. **Placing 9-1-1 calls:** When you make a 9-1-1 emergency call, the VoIP service will attempt to automatically route your 9-1-1 call through a third-party service provider to the Public Safety Answering Point ("PSAP") corresponding to your address of record on your account. However, due to the limitations of the VoIP telephone services, your 9-1-1 call may be routed to a different location than that which would be used for traditional 9-1-1 dialing. For example, your call may be forwarded to a third-party specialized call centre that handles emergency calls. This call centre is different from the PSAP that would answer a traditional 9-1-1 call which has automatically generated your address information, and consequently, you may be required to provide your name, address, and telephone number to the call centre.
  - d. **How your information is provided:** The VoIP service will attempt to automatically provide the PSAP dispatcher or emergency service operator with the name, address and telephone number associated with your account. However, for technical reasons, the dispatcher receiving the call may not be able to capture or retain your name, phone number or physical location. Therefore, when making a 9-1-1 emergency call, you must immediately inform the dispatcher of your location (or the location of the emergency, if different). If you are unable to speak, the dispatcher may not be able to locate you if your location information is not up to date.
  - e. **Correctness of information:** You are responsible for providing, maintaining, and updating correct contact information (including name, valid or current address and telephone number) with your account. If you do not correctly identify the actual location where you are located, or if your account information has recently changed or has otherwise not been updated, 9-1-1 calls may be misdirected to an incorrect emergency response site.
  - f. **Disconnections:** You must not disconnect the 9-1-1 emergency call until told to do so by the dispatcher, as the dispatcher may not have your number or contact information. If you are inadvertently disconnected, you must call back immediately.
  - g. **Connection time:** For technical reasons, including network congestion, it is possible that a 9-1-1 emergency call will produce a busy signal or will take longer to connect when compared with traditional 9-1-1 calls.
  - h. **9-1-1 calls may not function:** For technical reasons, the functionality of 9-1-1 VoIP emergency calls may cease or be curtailed in various circumstances, including but not limited to: Failure of service or your service access device - if your

system access equipment fails or is not configured correctly, or if your VoIP service is not functioning correctly for any reason, including power outages, VoIP service outage, suspension or disconnection of your service due to billing issues, network or Internet congestion, or network or Internet outage in the event of a power, network or Internet outage; you may need to reset or reconfigure the system access equipment before being able to use the VoIP service, including for 9-1-1 emergency calls; and changing locations - if you move your system access equipment to a location other than that described in your account information or otherwise on record with Quadro.

- i. **Alternate services:** If you are not comfortable with the limitations of 9-1-1 emergency calls, Quadro recommends that you terminate the VoIP services or consider an alternate means for accessing traditional 9-1-1 emergency services.
- j. **Inform other users:** You are responsible for notifying, and you agree to notify, any user or potential users of your VoIP services of the nature and limitations of 9-1-1 emergency calls on the VoIP services as described herein.
- k. **Liability:** Customers are advised to review this section with respect to the Limitation of Liability, Indemnity, and Limited Warranty sections contained herein.

## 8 Equipment, Installation and Maintenance

- 8.1 Quadro may install or cause to be installed Quadro's Equipment in the Service Location, and will maintain Quadro's Equipment in good working order.
- 8.2 Quadro may remotely update Quadro's Equipment or Customer's Equipment. Updates may interfere with the Services.
- 8.3 Planned maintenance events will be posted on Quadro's Web Site at least 2 business days in advance. By their nature, it is not possible for Quadro to provide advance notification for Emergency Maintenance events.
- 8.4 Quadro's Equipment is provided solely for the Customer's use of the Services and will at all times remain the property of Quadro. Quadro's Equipment will not be used for any other purpose. The Customer will not sell, lease, transfer or assign Quadro's Equipment.
- 8.5 Except for Mobile Devices, the Customer may use Quadro's Equipment only at the Service Location address the Customer has provided to Quadro at the time the Customer subscribes to the Services unless expressly specified otherwise in a separate customer agreement, contract, subscription or addendum. The Customer will not, and will not permit others to, re-arrange, disconnect, remove, repair or otherwise interfere with Quadro's Equipment nor will the Customer relocate Quadro's Equipment to another address without Quadro's prior written consent.
- 8.6 Quadro's Equipment provided to a Customer will be charged as part of the Monthly fee for the Services. Quadro may require the Customer to pay a deposit prior to providing Quadro's Equipment to the Customer. The Customer will keep all of Quadro's Equipment free and clear of any lien or encumbrance of any kind whatsoever. If the Customer becomes aware that any lien or encumbrance has been placed on any of Quadro's Equipment, the Customer will notify Quadro immediately and, at the Customer's expense, assist Quadro in removing any lien or encumbrance.
- 8.7 The Customer will provide and maintain, at Customer's expense, the level of power, heating and air conditioning necessary to maintain the proper operating environment for Quadro's Equipment in the Service Location. If the Customer fails to do so, the Customer shall reimburse Quadro for the actual and reasonable cost of repairing or replacing any of Quadro's Equipment damaged or destroyed as a result of the Customer's failure. The Customer will provide a safe place to work and comply with all laws and regulations regarding the working conditions at the Service Location.
- 8.8 The Customer is responsible for the safekeeping of Quadro's Equipment. If, while in the Customer's care or use, Quadro's Equipment is damaged regardless of the cause (including without limitation and without limiting the generality of the foregoing) fire damage, lost or stolen, the Customer will pay Quadro the full cost, including the costs incurred by Quadro to recover, repair and replace same. The Customer hereby authorizes Quadro to charge the Customer's credit card account, preauthorized payment or other payment method, in payment for such costs. Any unauthorized attachments to Quadro's Equipment, interference or tampering with Quadro's Equipment, or unauthorized use of Quadro's Equipment is prohibited and may violate civil and criminal laws.
- 8.9 The Customer's equipment and devices are the Customer's responsibility. The Customer will ensure that all the Customer's equipment meet all applicable standards, codes and network specifications.
- 8.10 Unless expressly set forth in a separate customer agreement, contract, subscription or addendum, Quadro is not responsible for the operation, maintenance, configuration, management, performance or use of the Customer's equipment or device, including without limitation, the compatibility of the Customer's equipment or device with any of the Services or with Quadro's Equipment.
- 8.11 The Customer will supply, at the Customer's own cost, all telephones required if the Customer subscribes to Quadro's telephone Services, including the supply of all wiring beyond the Demarcation Point at the Service Location needed to connect to the Services unless expressly set forth in a separate customer agreement, contract, subscription or addendum. Quadro has no obligation to maintain or repair any facilities or equipment owned by the Customer.
- 8.12 If Customer's Equipment needs repair, Quadro may work on such equipment for the Customer at the Customer's cost upon the customers approval

## **9 Right of Entry**

- 9.1 The Customer will provide Quadro with access to Quadro's Equipment. This includes remote access as well as access to the Service Location as may be reasonably necessary under the circumstances. If the Customer is not the owner of the Service Location, the Customer must obtain and maintain access rights for the purpose of enabling Quadro Employees and/or agents to install, remove, maintain and provide the Services at the Service location. Quadro's Employees will show identification upon request.

## **10 Equipment Return Responsibilities**

- 10.1 Upon the termination, Early Termination, expiration or cancellation of any Services in relation to which the Customer used Quadro's Equipment, the Customer will return Quadro's Equipment at the Customer's expense to Quadro in good working order. If Quadro's Equipment have not been returned to Quadro within 1 Month, Quadro may in its discretion either access the Service Location to remove Quadro's Equipment at the Customer's expense, or charge the Customer for Quadro's Equipment. If the Quadro Equipment is returned in unsatisfactory condition, is damaged, or broken, Quadro may charge the Customer for it. If Quadro removes Quadro's Equipment, it has no obligation to alter, repair or re-install wiring or other facilities owned by the Customer. Failure by Quadro to remove Quadro's Equipment shall not be considered abandonment of Quadro's Equipment.

## **11 Acceptable Use Policy**

- 11.1 The Acceptable Use Policy governs the Customer's use of the Services and Quadro's Equipment and forms part of the Terms of Service.

## **12 Payment Terms**

- 12.1 The Customer will pay Quadro the total charges for use of the Services, including, without limitation: charges applicable to installation and activation; Quadro's Equipment rental or deposits; processing charges; costs incurred by Quadro and interest charges if the Customer's account is Past Due; diagnostic charges, service calls and repairs; toll free, long distance, airtime and mobile data usage; messaging charges, roaming charges and any additional charges imposed by Third-Party Providers; calling cards; directory assistance usage; pay-per-view and video on demand usage; plus any applicable federal, provincial or regulatory taxes or surcharges, incurred in connection with the use of the Services (as all such charges may be changed from time to time). For some custom services Quadro may require 50% to be paid before the services start, and the balance on completion
- 12.2 All invoices from Quadro are payable when created. A one Month Grace Period is extended to invoices before the amount will be considered Past Due. The Grace Period may be altered in a separate customer agreement, contract, subscription or addendum.
- 12.3 Quadro will invoice the Customer each Month in advance for the Services, except for charges that are one time, such as installation or hardware charges, or charges that are dependent upon usage, which are invoiced in arrears. Invoicing for partial Month is prorated.
- 12.4 The Customer will pay all amounts prior to the Past Due Date indicated on the Customer's invoice by using any of the payment methods accepted by Quadro.
- 12.5 Invoicing for the Services will commence on the Service Commencement Date unless otherwise expressly set forth in a separate Customer agreement, contract, subscription or addendum.
- 12.6 The Service Commencement Date is the date the Customer begins using the Services. If the Customer notifies Quadro that the Services are not functioning properly, the Service Commencement Date will be the date the Customer subsequently acknowledges that the Services are functioning properly, or the date the Customer begins using the Services, whichever comes first.
- 12.7 If there is a Service provided by a Third-Party Provider, the Service Commencement Date for that Service will coincide with the install date of the Third-Party Provider Service and be coterminous with the Services associated with the Third-Party Provider contract.
- 12.8 Where multiple Service Locations are part of one agreement or contract, the first day of a contract will be the day all Services have been installed. The exceptions are Services provided by a Third-Party Provider or when expressly set forth in a separate Customer agreement, contract, subscription or addendum. Invoicing, however, will commence for each Service once installed.



- 12.9 Unless otherwise expressly agreed, the Service Term shall continue on a Month-to-Month basis after expiration of the initial Service Term. The charges for Contracted Services will automatically increase to the Retail Rate. If there are Services under a Third-Party Provider contract that auto-renews, the Customer's contract will also automatically renew for a term equal to the initial term.
- 12.10 Quadro may, in its discretion, determine whether the Services will be classified as residential or business for billing purposes.
- 12.11 Billing adjustments may be made retroactively to a maximum of 100% of the underbilled amount for the 12 previous Months, unless the Customer knowingly deceived Quadro in which case the retroactive billing may apply to the Service Commencement Date.
- 12.12 Unless otherwise expressly set forth in a separate customer agreement, contract, subscription or addendum, any non-recurring charges shall be invoiced by Quadro to the Customer upon the Service Commencement Date. However, in the event such Services require Quadro to install additional infrastructure, cabling, electronics or other materials in the provision of the Services, such customer agreement, contract, subscription or addendum may include (as specified therein) non-recurring charges that are payable by the Customer in advance of the Service Commencement Date.
- 12.13 If the Customer requests and Quadro approves (in its discretion) any changes to the Customer Order or the Services after acceptance by Quadro, including, without limitation, the Service installation date or Service Commencement Date, additional non-recurring charges and/or Monthly recurring charges may apply.
- 12.14 If the Customer delays installation, Quadro may apply additional non-recurring charges.
- 12.15 In the event of any change in applicable law, regulation, decision, tariff, rule or order that increases the costs of Services to its Customers, Quadro may pass such increased costs through to the Customer.
- 12.16 All charges are net of applicable taxes. If the Customer is entitled to an exemption from any applicable tax, the Customer must provide Quadro with a valid exemption certificate. From time to time, at the discretion of Quadro, the Customer may be required to provide an updated exemption certificate to maintain exemption.
- 12.17 The Customer is responsible for all charges attributable to the Customer, even if the charges are incurred as the result of unauthorized use, fraud, or theft of Services, Quadro's Equipment or the Customer's Equipment.
- 12.18 Amounts owing that are Past Due are subject to a compounding late payment interest charge calculated on the outstanding amount of 1.25% per month (16.08% per annum) until paid in full.
- 12.19 The Customer will pay Quadro \$48.00 if the Customer's credit card or preauthorized payment is denied or cheque is dishonoured.
- 12.20 Past Due accounts are subject to termination or suspension of the Services by Quadro as specified in the Quadro-Initiated Termination or Suspension section of the Terms of Service. Payment of the full amount due will be required before the Services may be restored; however, Quadro is not under any obligation to restore the Services to any person who continues to fail to make timely payment of the amounts due or abuses the Acceptable Use Policy
- 12.21 All Single Service Quadro Customer's must use a preauthorized payment, Visa or MasterCard. If the Customer is unwilling or unable to use a preauthorized payment, Visa or MasterCard, Quadro may, in its discretion, allow other forms of payment for a Monthly fee.
- 12.22 Receipt of banking information authorizes Quadro to charge fees to the bank account or credit card provided by the Customer to Quadro.
- 12.23 The Customer must ensure that billing information provided to Quadro is accurate. The Customer must notify Quadro within 7 calendar days of any changes to billing information.
- 12.24 The Customer is responsible for any costs, including legal fees and expenses, collection agency fees or payments and Court costs incurred by Quadro to collect any amounts owing.

### **13 Disputed Invoices**

- 13.1 The Customer must bring invoice questions and disputes to Quadro's attention within 12 Months of the initial invoice date. The Customer's failure to contact Quadro regarding any invoice within the 12 Month period will constitute the Customer's acceptance of the invoice.
- 13.2 If the Customer reasonably disputes any portion of a Quadro invoice, the Customer must pay the undisputed portion of the invoice and submit notice of the claim (in a form reasonably requested by Quadro) for the disputed amount.
- 13.3 No credits for issues related to the Services will be provided to the Customer until the underlying issues are identified and corrected.
- 13.4 Credits for overbilled Services will be issued to the Customer retroactively to a maximum of 100% of the overbilled amount for the 12 previous months at an interest rate of 1.25% per month (16.08 per annum).

- 13.5 If the dispute is resolved against the Customer, the Customer shall pay such amounts plus interest at the rate prescribed herein.

## **14 Credit Approval & Security Deposit**

- 14.1 Provisioning of the Services is conditional upon Quadro's completion of a satisfactory investigation of the Customer's creditworthiness.
- 14.2 By execution of an agreement, subscription, registration, acknowledgement or order in paper, online via the Internet or by other electronic means, the Customer will provide Quadro with credit information as requested and expressly authorizes Quadro and those acting on its behalf, from time to time, to release and retain any and all information necessary to investigate and complete a credit review to establish creditworthiness. The Customer also so authorizes Quadro to make current and ongoing inquiries about the Customer which are necessary to establish and maintain good credit with Quadro; and to receive and exchange information about the Customer with credit or consumer reporting agencies.
- 14.3 The Customer authorizes Quadro and credit and reporting agencies to release, share or exchange reports about the Customer to or with Quadro for the purpose of establishing the Customer's creditworthiness. The Customer's credit information will not be made public to any party other than the Customer and credit reporting agencies.
- 14.4 Quadro reserves the right to require a security deposit prior to the activation or continuation of any Services in circumstances of poor creditworthiness or where there is an abnormal risk of loss. For example, where the Customer has incurred a significant amount of long distance or other usage-based charges or in situations of suspected fraud. Determining abnormal risk of loss and the amount of the security deposit is at the discretion of Quadro.
- 14.5 Any deposit received by Quadro will be credited to the Customer's account after a minimum of 6 consecutive Months in good standing on all accounts for Services unless expressly set forth in a separate customer agreement, contract, subscription or addendum. If the Customer's Services are cancelled, the deposit will be applied against the outstanding balance on the Customer's account, and any remaining balance will be refunded with interest at the tariffed rate.

## **15 Provision of Services**

- 15.1 In offering the Services to the Customer, Quadro offers no guarantee of service delivery date for the service date requested. Quadro shall not be liable to the Customer for any delays in delivering the Services or attempting to deliver the Services. There are limitations and restrictions on the Services and, accordingly, the Services will only be provided where technology permits and subject to the availability of the Services.
- 15.2 Quadro's Equipment and Services could have limited functionality and/or be interrupted in the event that Quadro or its Third-Party Providers encounter disruption to their networks.
- 15.3 Upon receipt of a Customer Order for Services, Quadro will determine, in its discretion, whether to accept the Customer Order.
- 15.4 If for any reason, Quadro is unable to deliver all or a portion of the Services, Quadro may:
- a. Cancel or reduce the affected undeliverable Services; or
  - b. Adjust the pricing for the remainder of the Services that are delivered if only a portion of the Services are undeliverable and continue providing the remainder of the unaffected available Services.

## **16 Electronic Mail Services**

- 16.1 Quadro reserves the right, in its discretion, to remove emails from Quadro's Equipment:
- a. Stored in folders labelled as Trash, Garbage, Deleted, Junk or similarly described;
  - b. Older than six (6) Months and stored in mailboxes that have only been accessed via Post Office Protocol (POP) over the past one (1) Month; or
  - c. Older than six (6) Months and stored in mailboxes that have not had emails read over the last six (6) Months.
- 16.2 If the Customer maintains one or more bulk "opt-in" email lists, the Customer must have a method of confirmation of subscriptions in accordance with anti-spam legislation and be able to provide such information when requested by Quadro. At the discretion of Quadro, if no such evidence is available, such bulk emailing may be considered as unsolicited. The Customer must remove addresses from email lists if they are not deliverable.
- 16.3 Quadro reserves the right, in its discretion, to set an upper limit on the size of emails, the number of recipients of customer-initiated email, the number of subscribers on a Customer's bulk "opt-in" email lists, the number of messages a Customer may send or receive through Quadro Internet mail service, the rate at which messages are accepted into the system and the number of concurrent connections.

## **17 Addresses**

- 17.1 Quadro owns all addresses it provides to the Customer, including but not limited to IP addresses, e-mail addresses and personal Web page addresses. Quadro may modify or change such addresses at any point in time and shall in no way be required to compensate the Customer for such changes.

## **18 Traffic Management**

- 18.1 Quadro uses a variety of traffic management tools for network security, temporary traffic congestion and to ensure the best possible experience for all Quadro Customers.
- 18.2 Quadro manages the integrity of the network from attacks, viruses, spam, malware, denial of service attacks and other malicious activities. Currently customers are denied access to some network ports that are vulnerable, however where possible and when required, this can be modified on a Customer by Customer basis.
- 18.3 Quadro's traffic management will not affect real-time interactive activities such as online gaming, banking, e-mail or VoIP services.

## **19 Telephone Listings and Directories**

- 19.1 Quadro will make the Customer's name, address and telephone numbers available to publishers of paper and electronic telephone directories and to providers of operator services, in accordance with legal or regulatory requirements.
- 19.2 The Customer may opt to have the Customer's name, address and telephone number listing information omitted from these directories or services by requesting, and paying for, an unlisted telephone number.
- 19.3 Directories or services, however, may receive or obtain the Customer's telephone numbers and address from a source other than Quadro.
- 19.4 In the case of errors or omissions in the Customer's name, address and telephone number in the directory provided by Quadro, whether or not the error or omission is with regard to telephone numbers, addresses, individual names or business names, Quadro is only responsible to provide the Customer a refund or credit of any charges associated with the listings in question for the period during which the error or omission occurred, up to a total of 12 months based on the Ontario Independent Services Tariff (OIST).

## **20 Automatic-Dialing Announcing Devices**

- 20.1 When informed of violations, Quadro enforces all CRTC rules relating to Automatic-Dialing Announcing Devices ("ADADs") and unsolicited voice and facsimile calls made for the purposes of solicitation. The use of ADADs to make unsolicited calls for the purposes of solicitation, or used to place calls to emergency lines or healthcare facilities is strictly prohibited. If the Customer violates these restrictions or those posted by the CRTC, Quadro may terminate the Services immediately.

## **21 Telephone Numbers**

- 21.1 The Customer does not own the telephone number or other identifiers that Quadro has provided or assigned and Quadro reserves the right to change any of the telephone numbers or other identifiers if required. Quadro will notify the Customer in advance and Quadro will not be liable for any costs, damages or losses associated with this change.

## **22 Transferring Numbers**

- 22.1 The ability and process to transfer telephone numbers is subject to CRTC rules and tariffs.
- 22.2 When requesting to transfer a telephone number currently assigned from another service provider to Quadro, the Customer represents and warrants that the Customer has the right to make the request and to authorize Quadro to make the transfer-in request to the other service provider on the Customer's behalf and to share the Customer's name, telephone number, address and other Personal Information relevant to the transfer request with the other service provider. The Customer will complete and sign a request form if necessary. The services of the other service provider, including any features, applications, content, or IP address cannot be transferred to Quadro. The Customer must pay all amounts owing to the other service provider, including early termination charges if applicable.

- 22.3 If the Customer wants to transfer the Customer's telephone number to another service provider, then, provided that the Customer's account and telephone number are active, Quadro will process a "transfer-out" request from the Customer's new chosen service provider. The Services, including any features, applications, content or IP address cannot be transferred to the Customer's new service provider. Quadro may need to contact the Customer in connection with a transfer-out request to make any adjustments to the Customer's account, invoicing or services required due to the transfer-out request or termination of the Services, and the Customer consents to such contact.

## **23 Mobility Services**

- 23.1 The Customer is responsible to prudently protect and safeguard the Mobile Device (including any SIM card) against loss, abuse, theft or damage, and for the use of the Services and the Mobile Device by the Customer and any other persons. Quadro provides mobile Services using a Third-Party Provider, and the Customer may be required to sign an agreement with the Third-Party Provider.

## **24 When Moving**

- 24.1 If a Customer relocates within Quadro's Service Area, the Customer can request to migrate their Services to the new location. The Customer is responsible for any new installation or system reconfiguration charges.
- 24.2 Limitations may apply when moving within Quadro's Service Area and that Quadro cannot guarantee availability, reliability or functionality of the Customer's current Services. Additional charges may apply.
- 24.3 The Customer must notify Quadro at least one Month prior to the moving date unless expressly set forth in a separate customer agreement, contract, subscription or addendum.
- 24.4 E9-1-1 will not function unless there is an accurate Service Location address in the 9-1-1 database. Under no circumstances is the Customer to move a telephone to a new location without notifying Quadro, unless the telephone Services is of a mobile nature and is expressly identified as such in a separate service agreement, contract, subscription or addendum.
- 24.5 Monthly recurring charges for the moved Services may change. Quadro will notify the Customer of installation, system reconfiguration and Monthly recurring charges related to the move request.
- 24.6 If the Customer relocates to a location that is outside of the Service Area, the Terms of Service shall be terminated and the Customer must return Quadro's Equipment, at the Customer's expense, to Quadro and pay all applicable charges including Early Termination fees.

## **25 Customer Initiated Termination**

- 25.1 The Customer may terminate the Services by notifying Quadro. Quadro may specify the method and form of notification. The Customer will remain responsible for all charges due and payable as of the date of termination including applicable Early Termination fees.
- 25.2 For Business Customers, unless otherwise specified by a regulatory agency or tribunal or expressly specified otherwise in a separate customer agreement, contract, subscription or addendum such termination shall take effect at the later of the requested termination date or two Months from the notification date or, in Quadro's discretion, upon the expiration of the then current invoicing cycle.
- 25.3 Early Termination fees do not apply when prohibited by a regulatory agency or tribunal or when terminated by the Customer due to the installation of the Services being delayed for more than one month beyond the date committed to the Customer for reasons which are within Quadro's control or as expressly specified in a separate customer agreement, contract, subscription or addendum.
- 25.4 If the Services are terminated for any reason, the Customer will:
- a. Pay Quadro in full any amounts due and outstanding for use of the Services, and all rental, lease or financing that is remaining on account and return to Quadro, at the Customer's expense, Quadro's Equipment;
  - b. Return Quadro's Equipment (See: 10.1). and;
  - c. Pay Quadro applicable Early Termination fees for any contract and/or promotion the Customer accepted if the Customer terminates service prior to the end of the Service Term. Early Termination fees are in addition to any other charges or fees the Customer may owe Quadro.
- 25.5 If, following Quadro's acceptance of the applicable Customer Order and prior to the Service Commencement Date, the Services are cancelled by the Customer or terminated by Quadro due to a failure of the Customer to comply with the Terms of Service or any Customer Order, the Early Termination Fee shall, unless otherwise prescribed by a regulatory agency or tribunal

or expressly set forth in a separate customer agreement, contract, subscription or addendum, be defined as:

- a. Any Third-Party Provider cancellation/termination charges related to the installation and/or cancellation of Services;
- b. In the case of collocation space, any costs incurred by Quadro in returning the physical collocation space to a condition prior to the Customer's Order, suitable for use by third parties; and
- c. The non-recurring charges including any non-recurring charges that were waived by Quadro at the time of the Customer Order for the cancelled Services.

25.6 If, after the Service Commencement Date and prior to the end of the Service Term, the Services are cancelled by the Customer, the Early Termination Fee shall, unless otherwise prescribed by a regulatory agency or tribunal or expressly set forth in the separate customer agreement, contract, subscription or addendum, be defined as:

- a. Any Third-Party Provider's cancellation/termination charges related to the installation and/or cancellation of Services;
- b. In the case of collocation space, any costs incurred by Quadro in returning the physical collocation space to a condition prior to the Customer's Order, suitable for use by third parties;
- c. The non-recurring charges (including any non-recurring charges that were waived by Quadro at the time of the Customer Order) for the cancelled Services if not already paid; and
- d. The difference between the Monthly Retail Rate and the Monthly Contracted charges multiplied by the number of months since the Service Commencement Date.

## 26 Quadro-Initiated Termination of Suspension

26.1 Quadro may restrict, block, suspend or terminate all or any part of the Services immediately where the Customer:

- a. Fails to make timely or adequate payment for the Services;
- b. Makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief;
- c. Is forced into an involuntary petition in bankruptcy or other insolvency protection against the Customer which is filed and not dismissed within 2 Months;
- d. Fails to provide Quadro with reasonable entry and access to install, inspect, repair, replace or to perform necessary maintenance on Quadro's Equipment;
- e. Is in breach of any term or condition of the Terms of Service;
- f. Relocates, alters, abuses or disconnects Quadro's Equipment;
- g. Increases use of usage-based Services resulting in an abnormal risk of loss for Quadro, unless within 10 business day's written notice thereof by Quadro, the Customer provides adequate security for payment for Service;
- h. Exceeds Overage; or
- i. Interferes with the operation or functionality of Quadro's network.

26.2 For the situations listed above, Quadro will attempt to notify the Customer stating the reason and date scheduled for the suspension or termination

26.3 Services which have been suspended as a result of the above will continue to be billable until such time as the Services are terminated or the customer cancels the Services.

26.4 The Customer understands and acknowledges that the 9-1-1 emergency service will not work when Services are terminated and may not work when Services are suspended.

26.5 Quadro may pursue any remedies under the Terms of Service, at law or in equity, including Early Termination charges.

26.6 Despite the above, Quadro will not provide the Customer notice of a proposed restriction, block, suspension or termination:

- a. If immediate action must be taken to protect Quadro's Equipment, or if suspension is required by legal requirement, court order, ordinance or regulatory authority;
- b. If Quadro believes that extreme circumstances exist, or that there is an abnormal risk of loss to Quadro involved in delaying the suspension or termination;
- c. If the Customer misuses or abuses or permits others to misuse or abuse the Services for purposes that are contrary to law or the Terms of Service; or
- d. In emergency circumstances.

26.7 If all or any part of the Customer's Services are restricted, blocked, suspended or terminated for situations listed above, Quadro is not obligated to restore the Services.

26.8 If Quadro agrees to restore the Customer's Services, a reconnection service charge may be applied. Promotional discounts will no longer apply.

- 26.9 Quadro cannot guarantee the availability or resumption of any Services unique to the Customer such as, but not limited to, telephone numbers, email address, emails and web sites following a suspension or termination of the Services.
- 26.10 Such restrictions, blockages, suspensions or terminations shall not be considered an interruption of service for purposes of any applicable Service Level Agreement, if such agreement exists.
- 26.11 Quadro reserves the right to discontinue any Services. Prior to a Service being discontinued, the Customer will be given at least 1 Month notice of termination.
- 26.12 If, after the Service Commencement Date and prior to the end of the Service Term, the Services are terminated by Quadro due to a failure of the Customer to comply with the Terms of Service or conditions set forth in a separate customer agreement, contract, subscription or addendum, the Early Termination Fee shall, unless otherwise prescribed by a regulatory agency or tribunal or expressly set forth in the separate customer agreement, contract, subscription or addendum, be defined as:
- Any Third-Party Provider's cancellation/termination charges related to the installation and/or cancellation of Services;
  - In the case of collocation space, any costs incurred by Quadro in returning the physical collocation space to a condition prior to the Customer's Order, suitable for use by third parties;
  - The non-recurring charges (including any non-recurring charges that were waived by Quadro at the time of the Customer Order) for the cancelled Services if not already paid;
  - The difference between the Monthly Retail Rate and the Monthly Contracted charges times the number of months since the Service Commencement Date; and
  - Any fees as detailed in Equipment Return Responsibilities (See: 9.1).

## 27 Limitation of Liability

- 27.1 Quadro is not liable to the Customer or any other person for:
- Any interruption or unavailability of the Services, including, without limitation, any interruption or unavailability of emergency 9-1-1 service or for any injury, death or damage to persons or property, arising directly or indirectly out of, or relating to the 9-1-1 service;
  - Any act, omission, or negligence of any Third-Party Provider;
  - Changes to Quadro's Service Area;
  - Any Services and features that may not be available or function correctly with Customer's Equipment;
  - Any additional charges that may apply as a result of signal propagation associated with mobile service; (For example: mobility calls are billed from the tower that receives the signal and not from the location of the Mobile Device);
  - The Customer's conduct, acts, negligence, or omissions (or of anyone using the Services through the Customer's account);
  - Any claims or costs arising out of or in connection with any violation of the Acceptable Use Policy by the Customer or anyone using the Services through the Customer's account;
  - Any force majeure event or event beyond the reasonable control of Quadro including acts of God, inclement weather (including lightning), epidemics, pandemics, power failures, labour disputes, riots or civil disputes, war or armed conflict, any law, governmental order, decision or regulation, or order of any court or regulatory agency or tribunal of competent jurisdiction (except that Quadro may in its discretion waive Service fees for the period it is so unable to provide the Services);
  - Quadro's failure, for any reason, to activate the Services on the activation date that the Customer requested, or the date provided to the Customer by Quadro;
  - Any defacement of, or damage to, the Service Location resulting from the attachment of any instruments, apparatus or associated wiring and/or Quadro's Equipment, or removal thereof, when such defacement or damage is not wholly caused by Quadro's negligence;
  - Any damages the Customer incurs as a result of the operation or failure of the Customer's Equipment, or other devices used with the Services, including without limitation the Customer's Equipment, that are or later become incompatible with the Services or with Quadro's Equipment;
  - Any interruption of the Services or for any other loss, cost or damage caused by or related to improper use or maintenance of Quadro's Equipment by the Customer or any third-party gaining access to Quadro's Equipment or Services through the Customer's Equipment;
  - Any content, or any errors or omission in the Content, of any communications transmitted via the Services, or in any Content or Programming;
  - Any changes in the Customer's ability to use the Services resulting from changes in Quadro's Equipment or changes in equipment or facilities of any Third-Party Provider used by Quadro;
  - Limited or non-functionality of Services as a result of limitations of services or facilities of a Third-Party Provider;
  - Repair services, warranties or return policies offered independently by third parties; or

- q. That any data or communication sent by or to the Customer will be transmitted in uncorrupted form or within a reasonable period of time, or that any content or other material accessible on or from the Services are free of defect, error or viruses;
- 27.2 The Customer cannot collect any damages from Quadro for any reason (whether under legal theories of contract, tort, negligence, strict liability, operation of law or otherwise) that are not direct damages or exceeds the charges paid in the 3 Month period immediately preceding the date on which such claim first arose for the Services giving rise to such claim, even if the claim is a continuing one.
- 27.3 Quadro relies on the limitations contained in the Terms of Service when entering this agreement and setting its fees. They are a fundamental and essential part of our arrangement and apply even if this agreement has failed in its fundamental or essential purpose or been fundamentally breached.
- 27.4 For the purposes of the sections titled Limitation of Liability and Indemnification, any reference to "Quadro" shall include Quadro, its partners, associates, contractors, or any of their respective directors, officers, employees, servants, or agents.

## **28 Indemnification**

- 28.1 The Customer shall indemnify and save Quadro harmless from and against all losses, damages, expenses, costs, legal costs, suits, claims or judgments of any kind arising out of or relating to any of the following:
- a. Claims for libel, slander, infringement of copyright, trademark or other intellectual property rights or contractual or tort based rights of any third-party or based on any other legal theory of any kind howsoever arising from the use of the Services by the Customer or anyone using the Services through the Customer's account, or any material, data or other content associated placed on or sent through the Services by the Customer or anyone using the Services through the Customer's account;
  - b. Any violation by the Customer or anyone using the Services through the Customer's account of any laws, including without limitation anti-spam, privacy, and criminal laws; or
  - c. Any interruption of Services affecting Quadro or Quadro customers arising from the Customer's or anyone using the Services through the Customer's account, improper use of Quadro's Equipment;

## **29 Limited Warranty**

- 29.1 Quadro makes no promises, warranties, conditions, or representations express or implied, either in fact or by operation of law, statutory or otherwise, including warranties or conditions of merchantability or fitness for a particular use, except those expressly set forth in in the Terms of Service or a separate customer agreement, contract, subscription or addendum. All of the Services and Quadro's Equipment are provided on an "as is" and "as available" basis.
- 29.2 No promises implied by law (whether described as warranties, conditions, representations, or otherwise, and whether relating to merchantability, fitness, non-infringement, or otherwise) apply.

## **30 Disputes and Governing Law**

- 30.1 Any disputes or claims ("claims") whatsoever between Quadro and Business Customers will be referred to and determined by arbitration to the exclusion of the courts. If a Business Customer has a claim, the Customer should give written notice to arbitrate to Quadro. Arbitration will be conducted by one arbitrator pursuant to the laws and rules relating to commercial arbitration in the province of Ontario that are in effect on the date of the notice.
- 30.2 Business Customers waive any right the Customer may have to commence or participate in any class action against Quadro related to any claim where such waiver is permitted. Where applicable, the Customer also agrees to opt out of any class proceedings against Quadro.
- 30.3 If Quadro has a claim, Quadro will give the Customer notice to arbitrate at the Customer's billing address. If the claim relates to a matter that should properly be brought before the CRTC or other customer complaints body set up to address such matters, the Customer agrees that the CRTC or such body will resolve the claim.
- 30.4 Notwithstanding the arbitration provisions contained herein, Quadro reserves the right to utilize its normal collection processes, including but not limited to the courts, in relation to any and all unpaid and undisputed invoices.
- 30.5 These Terms of Service and any separate customer agreement, contract, subscription or addendum shall be governed by and construed in accordance with the laws of the Province of Ontario and the Customer hereby consents to the exclusive jurisdiction of the courts of such jurisdiction.

- 30.6 These Terms of Service and any separate customer agreement, contract, subscription or addendum that specifically reference the Terms of Service constitute the entire understanding with respect to the arrangement between the Customer and Quadro and supersede and replace any and all prior written or verbal understandings.

## 31 General

- 31.1 The Customer acknowledges executing the Terms of Service on behalf of all persons who use the Services through the Customer's account. The Customer assumes all liability for such use of the Services and is responsible for ensuring that all such other users understand and comply with the Terms of Service.
- 31.2 Harassing or abusive language or actions, whether verbal, written or otherwise, of Quadro's Employees, suppliers, agents and representatives is strictly prohibited and will not be tolerated.
- 31.3 The Customer may not assign, resell or transfer any of its rights or obligations hereunder to any person or corporation without the prior written consent of Quadro.
- 31.4 These Terms of Service and any interrelated separate customer agreement, contract, subscription or addendum will ensure to the benefit of, and be binding upon, the Customer's respective heirs, executors, administrators, successors and permitted assignees and, for the purpose of Quadro, shall benefit any party that controls, is controlled by or is under common control with Quadro.
- 31.5 Notwithstanding the foregoing, the Customer, if a business, will be entitled to assign the Terms of Service and interrelated customer agreements, contracts, subscriptions or addendums in their entirety without Quadro's consent to a purchaser of all or substantially all of the Customer's assets provided: (i) the purchaser does not offer or market any service competitive with the Services; (ii) the Customer gives Quadro at least one (1) Month advance written notice of the assignment; and (iii) the purchaser agrees in writing with Quadro to assume and comply with the Terms of Service and interrelated customer agreements, contracts, subscriptions or addendums. Notwithstanding any assignment by the Customer, the Customer shall remain liable for the payment of all charges due.
- 31.6 Affiliates of the Customer may purchase Services under the Terms of Service and interrelated customer agreements, contracts, subscriptions or addendums; provided, however, any such affiliate of the Customer purchasing Services hereunder agrees that such Service is provided pursuant to and governed by the Terms of Service and interrelated customer agreements, contracts, subscriptions or addendums. The Customer shall be jointly and severally liable for all claims and liabilities arising related to Services ordered by any affiliate of the Customer, and any event of default by any affiliate of the Customer shall also be deemed an event of default by the Customer. Any reference to the Customer with respect to Services ordered by an affiliate of the Customer shall be deemed a reference to the applicable affiliate of the Customer.
- 31.7 Upon termination of the Services, all accrued obligations or liabilities and the provisions which by their nature are intended to continue beyond such termination, including the right to remove Quadro's Equipment, will remain in effect and shall survive the expiration and/or earlier termination.
- 31.8 The failure of either party to insist upon strict interpretation of the Terms of Service or to exercise any options herein, shall not act as a waiver of any right or option, but the same shall continue to be in full force and effect. No waiver by either party of any breach shall be effective unless expressed in writing.
- 31.9 The Customer agrees from time to time to receive communications from Quadro of both a notification and informational nature utilizing email, postal mail and other means. Notification communications includes information such as; invoices, usage limit warnings, contract details, and technical announcements and warnings. Informational communications include material such as; planned network maintenance, product changes and marketing information. Customers can choose not to receive communications of an informational nature by contacting a Quadro business office.
- 31.10 The Customer acknowledges and agrees that Quadro's Web Sites, the Services and/or additional services offered by Quadro from time to time are protected by copyright, trademark, patent, or other proprietary rights.
- 31.11 Quadro does not grant the Customer any right to use Quadro's logos, trademarks or trade names in any manner, unless Quadro gives the Customer prior written consent and/or grants the Customer an appropriate license to use.
- 31.12 The Customer agrees not to defame or disparage Quadro, Quadro's logos, trademarks, or trade names, as may be amended from time to time.
- 31.13 Nothing within the Services or any additional services offered by Quadro from time to time or accessed through Quadro's facilities shall be construed as conferring any license to use Quadro's or any third parties' intellectual property rights, whether by estoppel, implication, waiver, or otherwise.
- 31.14 The Customer understands that Quadro may use a Third-Party Provider for all or part of the Service. The Customer agrees that the Customer has no contractual relationship whatsoever with the Third-Party Provider and is not a third-party beneficiary of any agreement between Quadro and the Third-Party Provider. The Customer further agrees that the Third-Party Provider shall have no legal, equitable, or other liability of any kind to the Customer.



## 32 Privacy

32.1 Quadro abides by applicable privacy laws and its privacy policy which is available at [www.quadro.net/legal](http://www.quadro.net/legal)

## Appendix A: Quadro Communications Acceptable Use Policy

This Acceptable Use Policy forms part of the between Quadro Communications Co-Operative Inc. (Quadro) Terms of Service. It governs irrespective of separate customer agreements, contracts, subscriptions or addendums.

Capitalized terms have the same meaning as in the Terms of Service except as specifically set out herein.

This policy governs the Customer's use of the Services and Quadro's Equipment including, without limitation, devices and software used in conjunction with the Services provided to the Customer by Quadro, as well as any Customer Equipment used with the Services. References herein to the use of Services includes the use of everything mentioned in the previous sentence. References herein to Customer includes anyone using the Services through the Customer's account.

If a Customer violates this Acceptable Use policy Quadro may exercise remedies contained in the Terms of Service, which include, without limitation, temporary suspension or termination of Services.

The Customer will not:

- a) Sell, rent, assign, lease, sublicense, distribute, market, allow use by anyone not on the Customer's premises, or commercially exploit the Services or any component thereof in any way, except as explicitly allowed by Quadro;
- b) Use the Services except as authorized in the Terms of Service;
- c) Use the Services contrary to reasonable instructions communicated to the Customer by Quadro;
- d) Use the Services for purposes proscribed by Quadro from time to time, including without limitation: hosting services, ftp, streaming outbound content; outbound servers; illegal or inappropriate purposes; bulk mailing or posting; perpetration of security breaches; hacking; privacy breaches; fraudulent activity; mischief; distribution of viruses or other harmful code; transmission, distribution or storage of any material that is confidential or protected by copyright, trademark, trade secret or other intellectual property right without proper authorization or rights, or material that is infringing, obscene, defamatory, fraudulent, untruthful, disrespectful, discriminatory, or abusive; any unauthorized access, alteration, theft, corruption or destruction of files, data, transmission facilities or equipment; gaining unauthorized access to or doing mischief on other systems; in any way that would result in damages or fees being assessed or charged to Quadro; in any way that would violate any third party rights;
- e) Tamper with, alter or rearrange the Services or interfere with Quadro's Equipment, or any other person's use of Quadro's services
- f) Use the Services in any way for the purpose of avoiding Quadro fees or to assist in the fraudulent use of telecommunications services, or to advise or assist others to do so;
- g) Adapt, translate, modify, decompile, disassemble, reverse engineer or otherwise interfere with or defeat any software, applications or programs used in connection with the Services;
- h) Modify, alter, or deface any of the trademarks, service marks, or other intellectual property made available through the Services, nor use any of the foregoing except for the purpose for which such intellectual property is made available to the Customer through the Services;
- i) Use the Services in violation of do-not-call laws, to send spam in violation of anti-spam laws, or otherwise transmit unsolicited messages which, in the sole judgment of Quadro, cause significant disruption or elicit complaints from other Internet users, restricting or inhibiting any other user from using or enjoying the Internet, impairing the operations or efficiency of the Services or creating an unusually large burden on Quadro networks, or otherwise generating levels of Internet traffic sufficient to impede other users' ability to transmit or receive information;
- j) Use the Services to harass, abuse, stalk, threaten, or otherwise violate the rights of others;

- impersonate any other party or appropriate anyone else's personality;
- k) Remove any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file or other data;
  - l) Transmit, post, publish disseminate, receive, retrieve, store or otherwise reproduce, distribute or providing access to any files, program or information designed to assist anyone to defeat copy-protection, registration and any other anti-theft mechanisms associated with commercial or shareware programs, audio, video, or other intellectual property;
  - m) Use an Internet host's resources in a manner which is not authorized by its administrators, including transmission of malware and spam, mail relaying, transmitting chain letters, make-money-fast or pyramid style schemes of any sort;
  - n) Transmit, post, receive, retrieve, store, reproduce, distribute, or provide access to any program or information constituting or encouraging conduct that would be a criminal offence or give rise to civil liability;
  - o) Violate the terms of any service it accesses through the Services, including communications services, cloud services, online services, newsgroups, discussion boards, and social media;
  - p) Use the Services in any way that might compromise network security, including without limitation, sharing of user ID's and passwords; causing an Internet host to become unable to effectively service requests from other hosts; analyzing or penetrating an Internet host's security mechanisms; transmitting a forged IP packet; committing any act which may compromise the security of the Internet host in any way; represent (in the sole judgment of Quadro) an unusually large burden on the network, such as, but not limited to, peer to peer file sharing programs, serving streaming video or audio, mail, http, ftp, irc, dhcp servers, and multi-user interactive forums; or Improperly restrict, disrupt, inhibit, degrade or impede Quadro's ability to deliver the Services and monitor the Services, backbone, network nodes, and/or other network services; or
  - q) Use the Services in excess of any capacity limits set by Quadro.