

Imperial Telecom High-Speed Internet Services General Terms and Conditions

Master Service Agreement Number:

This Internet Services General Terms and Conditions Agreement hereinafter referred to as (“TERMS”) is made and entered into between The Imperial Group Limited, and/or its subsidiaries located at 6047 Mountaingate Drive, Niagara Falls, Ontario, L2J 4H9, hereinafter referred to as (“TIG”) and you, the Customer hereinafter referred to as (“CUSTOMER” or “BUYER” or “SUBSCRIBER” or “YOU” or “YOUR”). CUSTOMER and TIG are collectively referred to in this Agreement as the “PARTIES.” The above Master Service Agreement Number is linked to these TERMS and provides the details on the Products and Services that these TERMS apply to.

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Services.** TIG is committed to making our High-Speed Internet Services (the “SERVICES”) a truly enjoyable and satisfying experience for all of our Customers. Our SERVICES enable our Customers to connect to the Internet through our high-speed network.
2. **Access.** CUSTOMER hereby grants TIG, its employees, representatives, contractors, subcontractors and agents, reasonable access to CUSTOMER’s premises or service address at reasonable hours to install, inspect, service, maintain, restore, remove or disconnect Services or the Equipment. If CUSTOMER does not own the premises where Services are provided, CUSTOMER warrants having obtained consent of the owner of the premises or otherwise having the authority to permit TIG to install, inspect, service, maintain, remove or disconnect Services. CUSTOMER undertakes not to initiate any action whatsoever against any owner of the premises where Services are provided which would join TIG in such action against said owner. Charges may apply if a service call is required to restore any of CUSTOMER’s Services where TIG determines that the problem does not originate from TIG’s network. Charges may also apply if CUSTOMER solicits TIG’s technical assistance by telephone or via Internet. In addition, charges may apply where CUSTOMER expressly requests a modification to Services currently delivered by TIG.
3. **Equipment.** CUSTOMER agrees that all cables, installations, equipment or signals installed or provided by TIG, including the TIG network (the “Equipment”), as applicable, shall remain the property of TIG, except for equipment purchased and paid by CUSTOMER which is neither returnable to nor refundable by TIG. Fees may be charged to CUSTOMER for the installation of SERVICES and Equipment. CUSTOMER will protect Equipment from defacing, tampering or damage, and will not, except as necessary in an emergency, permit anyone other than a TIG representative to perform any work on such Equipment, unless prior written authorisation is obtained from TIG. CUSTOMER acknowledges and accepts full responsibility for all Equipment at the service address and agrees to reimburse TIG for the full cost of the repair or replacement of any lost, stolen, unreturned, damaged, mortgaged, sold, transferred, leased, encumbered or assigned Equipment or part thereof. CUSTOMER is responsible for returning TIG’s relevant Equipment upon termination of the Master Service Agreement listed on the first page of these TERMS, by contacting TIG to arrange for Equipment return. In the event CUSTOMER fails to return Equipment or fails to comply with the TERMS, TIG may, at its sole and entire discretion, repossess Equipment and either charge CUSTOMER for total costs incurred or the full replacement cost of unreturned leased Equipment. If Equipment is interfered with by the operation of other equipment or third party activities, CUSTOMER shall extend commercially reasonable efforts to assist TIG in obtaining removal of the interference within a reasonable time frame.
4. **Email.** Where applicable, CUSTOMER may request a TIG email account with the Services. A TIG email account will be considered a dormant email account when the CUSTOMER has not signed in with a username and password for any consecutive eight (8) month period. TIG reserves the right to permanently delete any dormant email account after twelve (12) consecutive months of non-usage, without further notice to the CUSTOMER.
5. **Additional Costs.** Should TIG incur any additional costs or expenses in granting Services, resulting from any errors, omissions, defects or other problems contained in the information, materials and/or instructions provided by CUSTOMER, TIG shall be fully paid for said reasonable additional costs and expenses by CUSTOMER, over and above payments due under this Agreement.
6. **Limited Liability.** TIG’s liability is limited. Details on TIG’s limited liabilities are detailed in the Master Service Agreement listed on the first page of these TERMS. In addition, the following further limits TIG’s liability to CUSTOMER:
 - i. TIG does not warrant uninterrupted use or error free operation of Services.

- ii. TIG will not be liable for any interruptions in service or any delay or failure to perform.
 - iii. TIG disclaims all warranties, either express or implied, regarding Services provided to CUSTOMER.
7. **Indemnification.** CUSTOMER agrees to indemnify, defend and hold harmless TIG, its affiliates, officers, directors, shareholders, employees, agents, consultants and carriers from and against any third party claims, liability, damages and/or costs (including, but not limited to, court fees, attorney’s fees, and other professional fees) resulting from any claims arising from: (i) CUSTOMER infringement of copyright, trademark, or trade secrets of any third party, or that CUSTOMER method of using Services infringes the copyright, trademark, or trade secrets of any party, but only where such claim is not based on Services themselves; (ii) CUSTOMER’S material breach of the terms of these TERMS or the Master Service Agreement; (iii) a negligent or willful act or omission or criminal conduct on behalf of CUSTOMER; or (iv) the violation by CUSTOMER of any applicable law. Further indemnifications are in the Master Service Agreement whose number is listed on the first page of these TERMS.
8. **Force Majeure.** Neither TIG nor CUSTOMER shall be liable for a delay in performance or non-performance, in whole or in part, of these TERMS by the occurrence of an act of God, storm, flood, war or other outbreak of hostilities, explosion, fire, natural disaster, famine, earthquake, embargo, labour dispute, casualty, civil disturbance, act of insurrection by civil and/or military authority, sabotage, terrorist act, Equipment or other material or component failure (including fibre cut), lack of or delay in transportation, shortage, delay caused by carriers or suppliers, inability of TIG to obtain supplies, materials or services (including electricity and other utilities), unavailability or delay in delivery not resulting from a party’s failure to timely place orders therefore, government policies, permits, ordinances, laws, rules, regulations, restrictions, the acts or omissions of CUSTOMER which do not comply with these TERMS, or any other contingency beyond its reasonable control (a “Force Majeure Event”). In the event of delay in performance due to a Force Majeure Event, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. A Force Majeure Event does not include financial difficulties or relieve CUSTOMER from its obligation to pay any amounts owed to TIG.
9. **Modifications.** TIG may change, modify, amend, add or remove any provision of these TERMS, at any time. Such changes may include, without limitation, modifications, additions to or removals. TIG may provide written notice to Customer, notice may be sent via e-mail, mail or by posting such changes on its www.imperial-group.ca website. CUSTOMER is encouraged to visit the www.imperial-group.ca website from time to time to review any changes of these TERMS.
10. **Use of Services.** By using Services, CUSTOMER expressly agrees to be bound by these TERMS, including, without limitation, continued use of a Service following implementation of any modifications, as provided in section 9. If CUSTOMER does not agree with these TERMS, CUSTOMER must immediately cease using Services and notify TIG in writing. If CUSTOMER notices any theft, unauthorised or unlawful use of Services, CUSTOMER must immediately inform TIG, either in writing, by calling TIG’s Customer Care or by accessing the www.imperial-group.ca website.
11. **Language Clause.** The PARTIES hereto have requested that these TERMS and all correspondence and all documentation relating to these TERMS, be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.
12. **Governing Law.** these TERMS shall be governed by the laws of the Province of Ontario. CUSTOMER may not assign or transfer these TERMS in whole or in part, without the prior written consent of TIG.
13. **Severability.** In the event that any term or provision of these TERMS are held by a court of competent jurisdiction to be illegal, unenforceable, or invalid in whole or in part for any reason, the remaining provisions of these TERMS shall remain in full force and effect.
14. **Electronic Records.** CUSTOMER consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting TIG. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

- 15. **Assignment.** TIG may assign or subcontract all or any portion of its rights or obligations with respect to these TERMS and/or assign the right to receive payments without CUSTOMER consent. CUSTOMER may not assign these TERMS or any of their rights or obligations without the prior written consent of TIG.

- 16. **Interpretation.** The format, words, and phrases used herein shall have the meanings generally understood thereby in the Computer/Software/Internet Industries. these TERMS shall be construed according to its plain meaning. In the event any ambiguity shall be found herein, TIG will be the final authority as to the interpretation of these TERMS.

- 17. **Disclosure to Law Enforcement.** TIG may disclose any CUSTOMER information to law enforcement agencies without further consent or notification to the CUSTOMER upon lawful request from such agencies. TIG will always cooperate fully with law enforcement agencies.

By signing below, I acknowledge that I am duly authorized to accept these TERMS on behalf of CUSTOMER and that I am duly authorised to bind CUSTOMER to the terms contained herein.

Authorized Signature

Authorized Name

Title

Date

