

## **Raptor Wireless Inc. Internet Services Agreement**

THESE TERMS AND CONDITIONS OF SERVICE GOVERNING YOUR USE OF RAPTOR WIRELESS INC. INTERNET SERVICE INCLUDE A BINDING ARBITRATION PROVISION IN THE GENERAL TERMS AND CONDITIONS FOR RAPTOR WIRELESS INC. RESIDENTIAL OR BUSINESS SERVICES, WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION.

Raptor Wireless Inc. on behalf of itself and its affiliates and subsidiaries authorized to provide the services set forth herein ("Raptor Wireless") will provide its Internet access service (the "Internet Service") to You ("Subscriber") in accordance with these terms and conditions, which terms and conditions incorporate and include the Acceptable Use Policy ("AUP"), the General Terms and Conditions for Raptor Wireless Internet Services and the Raptor Wireless Privacy Policy, as they may be changed from time to time (collectively, the "Terms of Service"), all of which may be found at <http://raptorwireless.ca> under "Terms of Service/Policies" and "Your Privacy Rights."

Subscriber's use of the Internet Service shall be deemed acknowledgment that Subscriber has read and agreed to the Terms of Service. Any user who does not agree to be bound by the Terms of Service should immediately stop their use of the Internet Service and notify Raptor Wireless' Customer Service at 1-888-727-8670 to terminate the Internet Service. Terms that are initially capitalized but not defined, will have the defined meaning given to them in the other documents referenced above. The Terms of Service constitute a legal binding document.

Raptor Wireless from time to time will update and amends these Terms of Service. Subscriber should consult Raptor Wireless website at <http://raptorwireless.ca> to be sure Subscriber remains in compliance.

1. Equipment: To use the Internet Service, Subscriber must meet minimum computer, device, in-home network and system requirements as identified by Raptor Wireless.

a. Computer Equipment: The personal computer or device that Subscriber uses to access the Internet Service must meet minimum configuration standards. The minimum configuration standards may change, and Raptor Wireless will make reasonable efforts to support previously acceptable configurations; however, Raptor Wireless is not obligated to continue to provide such support. Raptor Wireless may supply equipment such as wireless customer premise equipment, gateways, routers, or wireless cards, at no charge or for a one time or reoccurring fees, to operate the Internet Service. Subscriber acknowledges that such equipment may require updates and/or changes to the software resident in the equipment, and that Subscriber may be required to perform such updates and/or changes. Notwithstanding, Subscriber hereby authorizes Raptor Wireless to perform updates and/or changes, on-site or remotely from time to time as Raptor Wireless deems necessary, in Raptor Wireless' sole discretion.

b. Raptor Wireless does not provide technical assistance for third party hardware or software, including but not limited to home networks or gaming systems. Any questions concerning third party hardware or software should be directed to the manufacturer of that product. Raptor Wireless is not responsible for the operation or support, maintenance or repair of any equipment, software or services that Subscriber elects to use in connection with the Internet Service.

c. Subscriber will not connect any equipment, other than equipment authorized by Raptor Wireless, to any router or networking device's outlet or port. Subscriber understands that failure to comply with this restriction may cause damage to the Raptor Wireless network and subject Subscriber to liability for damages and/or criminal prosecution. Subscriber may not alter, modify or tamper with the Equipment or the Internet Service, or permit any other person, not authorized by Raptor Wireless, to do the same.

2. Network Interface: When Raptor Wireless installs the Internet Service, Subscriber will need a network interface card or adapter providing an Ethernet connection.

Alternatively, subscriber may connect to a home networking device (commonly referred to as a router or gateway).

3. Customer Premise Equipment /Other Raptor Wireless Equipment: Subscriber may obtain a router from Raptor Wireless or may purchase and use a router purchased at retail from a third party, provided that such third party router has been tested, certified and approved by Raptor Wireless in accordance with our technical support.

4. Software: At the time of installation of the Internet Service, Raptor Wireless may provide Subscriber with common Raptor Wireless or third party software (e.g., a browser and plug-ins) to enable and enhance the Internet Service. Raptor Wireless does not support third party software. Any and all software provided by Raptor Wireless is the property of Raptor Wireless and/or its suppliers and licensors. Raptor Wireless hereby grants Subscriber a nonexclusive, non-transferable license to install and use on Subscriber's computers, devices, and/or system(s) the software for use solely in connection with the Internet Service. Subscriber's license to use any software provided by Raptor Wireless and its suppliers and licensors is contingent upon Subscriber's compliance with all use and other restrictions contained in the Terms of Service and the AUP. It is a material breach for Subscriber to copy, duplicate, reverse engineer or in any way modify, change, tamper with or interfere with any software provided to Subscriber by Raptor Wireless. Upon any termination or expiration of the Terms of Service or the disconnection of Subscriber's Internet Service, this license will terminate and Subscriber agrees to then destroy all copies of the software that were delivered to Subscriber (including by erasing and deleting the software from Subscriber's computer system). Subscriber hereby represents and warrants to Raptor Wireless that Subscriber owns the operating system software and associated use/license rights thereto for the computers that are connected to the Raptor Wireless network.

5. Security: Subscriber acknowledges and agrees that when using the Internet Service to access the Internet or any other online network or service, there are certain risks that may enable other Internet users to gain access to or use of Subscriber's equipment. Subscriber is responsible for taking and should take all appropriate security measures when using the Internet Service. Subscriber assumes sole responsibility for Subscriber's equipment used in conjunction with the Internet Service and for providing and configuring any "firewall" or security measures for use with the Internet Service to prevent damage from viruses, malware, or other similar malicious items and to prevent unauthorized access to the Internet Service, and Subscriber, not Raptor Wireless, shall be solely responsible in any manner for the effectiveness of these blocking and filtering technologies. Raptor Wireless does not warrant that others will be unable to gain

access to Subscriber's computer(s) and/or data even if Subscriber utilizes blocking and filtering technologies, nor does Raptor Wireless warrant that the data or files will be free from computer viruses or other harmful components. Raptor Wireless has no responsibility and assumes no liability for the protections Subscriber may employ nor for any damages that may arise from accessing the Internet. Subscriber shall not permit or enable any use of Subscriber's account or account passwords by any person not a member of Subscriber's household. Subscriber is responsible for any misuse of the Internet Service that occurs through Subscriber's account whether by a member of Subscriber's household or unauthorized third party.

6. Additional Features, Functionality and Tools: Any additional service features, functionality and tools that Raptor Wireless offers may be further subject to specific terms of use and subject to charges, change, or removal at any time by Raptor Wireless.

7. Cookies: Subscriber may access Subscriber's Raptor Wireless Portal account and support website at Raptor Wireless.ca, provided that Subscriber's browser is configured to accept cookies from [www.RaptorWireless.ca](http://www.RaptorWireless.ca).

8. Monitoring the Internet Service and Privacy: Raptor Wireless takes the protection of our Subscribers' privacy seriously. Raptor Wireless has no obligation to monitor content; however, Subscriber agrees that Raptor Wireless has the right to monitor the Internet Service (including but not limited to, content and Subscriber equipment as it may affect the Internet Service from time to time) in accordance with the Terms of Service, the AUP, and Raptor Wireless's Privacy Policy.

For content residing on Raptor Wireless's servers, Raptor Wireless reserves the right at all times and without notice to remove, restrict access to, or make unavailable, and to monitor, review, retain and/or disclose any content or other information in Raptor Wireless's possession about or related to Subscriber, Subscriber's use of the Internet Service or otherwise as necessary to satisfy any applicable law, or otherwise to preserve the security of the System or Raptor Wireless subscribers' information.

For more information on Raptor Wireless' approach to Subscriber's privacy, please refer to the Raptor Wireless Subscriber Privacy Policy.

9. Rights Infringement: Subscriber will not use, or allow others to use, the Internet Service to send or receive, or otherwise use any information which infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not limited to, digitization of music, movies, photographs or other copyrighted materials or software. Subscriber must obtain appropriate authorization from such other person or entity prior to sending, receiving or using such materials. Subscriber represents and warrants that Subscriber is and will be the author and copyright owner and/or an authorized licensee with respect to any hosted content, and Subscriber further represents and warrants that no hosted content violates or will violate the trademark, copyright, domain name or intellectual property rights of any third party. Raptor Wireless assumes no responsibility, and Subscriber assumes all risks regarding the determination of whether material is in the public domain, or may otherwise be used for such purposes.

Raptor Wireless will assist with Digital Millennium Copyright Act of 1998 (DMCA) requests. Under the DMCA, copyright owners have the right to notify Raptor Wireless if they believe that a Raptor Wireless customer has infringed the copyright owner's work(s). If Raptor Wireless receives a notice from a copyright owner alleging that Subscriber has committed copyright infringement, Raptor Wireless will notify Subscriber of the alleged infringement. Raptor Wireless may determine that Subscriber is a repeat copyright infringer if Raptor Wireless learns that Subscriber has engaged in online copyright infringement on more than one occasion. Raptor Wireless reserves the right to suspend or terminate the accounts of repeat copyright infringers.

10. Termination: Raptor Wireless shall have the right to terminate the Internet Service upon any violation of the Terms of Service. Raptor Wireless will not be responsible for the return of data stored on Raptor Wireless's servers, such as web and e-mail servers if Subscriber's account is suspended or terminated.

11. Disclaimer of Warranties and Limitation of Liability.

a. No Warranty: Subscriber agrees that Subscriber uses the Internet Service and any software and equipment supplied by Raptor Wireless at Subscriber's sole risk. The Internet Service and Raptor Wireless equipment are provided on an "as-is basis", if applicable, without warranties of any kind including without limitation any warranties of title, non-infringement, fitness for a particular purpose and merchantability. Raptor Wireless does not warrant uninterrupted use of Internet Service. Raptor Wireless does not warrant that the Internet Service will be error-free or free of any viruses, worms, spam, pop-up advertising, spyware, adware, denial of service attacks or other harmful components, even if countermeasures have been deployed. Raptor Wireless does not warrant that any data or files Subscriber sends or receives via the Internet Service will be transmitted in uncorrupted form, within a reasonable time, or free from unauthorized access by others or that other users will be unable to gain access to Subscriber's computer. This includes, but is not limited to, incidents of file sharing, print sharing, or use of other means that enable Internet users to gain access to Subscriber's equipment or to monitor Subscriber's activity and conduct while using the Internet Service.

b. Anti-Spam Software: Subscriber acknowledges and understands that Raptor Wireless does not utilize anti-spam software and that such security technology is the sole responsibility of the Subscriber. Raptor Wireless does not warrant that such feature will block all unwanted mail/spam or that all mail that is blocked constitutes unwanted mail/ spam. Consistent with other statements set forth in this section, Raptor Wireless does not warrant that such feature will be error-free.

c. Security Software: In addition, in its sole discretion, Raptor Wireless may recommend to Subscriber a particular security software, such as anti-virus software, firewall software, "pop-up" advertising blocking software, parental control software, and anti-spyware or anti-adware software for Subscriber's use on Subscriber's computer system in conjunction with the Internet Service. Any such security software recommended by Raptor Wireless to Subscriber is intended to provide only a minimal level of protection to Subscriber's computer system(s). Subscriber understands and agrees that Raptor Wireless and its third party suppliers of any such security software do not guarantee its accuracy, efficacy or performance. Subscriber understands and agrees that Raptor

Wireless and its third party suppliers are not responsible for any damage to Subscriber's computer system(s) or the information stored on it that may result from the security software or its non-performance.

d. Third Party Sites: When Subscriber uses the Internet Service and/or accesses Raptor Wireless web sites, Subscriber may encounter links allowing Subscriber to visit web sites operated or owned by third parties ("Third Party Site(s)"). Raptor Wireless provides these links as a convenience and they are not under the control or ownership of Raptor Wireless. The presence of a link to any Third Party Site is not an endorsement by Raptor Wireless of the Third Party Site, an acknowledgment of any affiliation with its operators or owners, or a warranty of any type regarding any information or offer on the Third Party Site. Subscriber's use of any third party site is governed by the various legal agreements and policies posted at that web site.

e. Bandwidth.

i. Subscriber understands and agrees that Raptor Wireless does not guarantee that any particular amount of bandwidth on the Raptor Wireless network or that any speed or throughput of Subscriber's connection to the Raptor Wireless network will be available to Subscriber. Subscriber understands and agrees that the speed of the Internet Service provided at Subscriber's site will vary depending upon a number of factors, including Subscriber's computer system(s) and associated equipment (e.g., Subscriber-sourced WiFi routers/access points, etc.), Internet traffic, and other factors such as system capacity limitations, governmental actions, events beyond Raptor Wireless's control, and system failures, modifications, upgrades and repairs. Subscriber understands that Subscriber's wireless connections and use of wireless routers may be subject to greater fluctuations in speed and latency and may be adversely affected by interference, congestion, distance, and other outside factors.

ii. Subscriber understands that Raptor Wireless may use various tools and techniques in order to efficiently manage its networks and to ensure compliance with Raptor Wireless's AUP. Subscriber should reference Raptor Wireless's AUP for additional details.

iii. Subscriber further understands and agrees that, to allocate bandwidth across all of its users, Raptor Wireless may employ reasonable network management techniques as identified in Raptor Wireless's AUP and Raptor Wireless's Network Management Disclosure Statement.

iv. Subscriber's sole and exclusive remedies under the Terms of Service are as set forth in these Terms of Service. Because some provinces do not allow the exclusion or limitation of implied warranties, some of the above exclusions may not apply to Subscriber.

12. Limitation of Liability/Exclusive Remedy: Raptor Wireless's entire liability and Subscriber's exclusive remedy with respect to the use of the Internet Service or its software and equipment, or any breach by Raptor Wireless of any obligation Raptor Wireless may have under these Terms of Service, shall be Subscriber's ability to

terminate the Internet Service or to obtain the replacement or repair of any defective software or equipment provided by Raptor Wireless to Subscriber. In addition, Raptor Wireless shall not be liable for damages for failure to furnish, or the degradation or interruption of, any services, for any lost data or content, identify theft, for any TV, monitor or screen burn-in, monitor or screen wear, stuck pixels, phosphor burn, files or software damage, regardless of cause. Raptor Wireless shall not be liable for damage to property or for injury to any person arising from the installation, maintenance or removal of equipment, software, wiring or the provision of the Internet Service.

13. Network Security and Management: Subscriber agrees that Raptor Wireless may block traffic to and from any source, including, without limitation, the deletion of any electronic mail, as it deems necessary to secure its network and/or eliminate spam. Raptor Wireless may take other actions, in its sole discretion, to manage or protect its network or to benefit the greatest number of its subscribers as identified in Raptor Wireless's AUP. Raptor Wireless may take these actions, with or without notice, in situations where Raptor Wireless believes, in its sole discretion that Subscriber may harm the Raptor Wireless network or disrupt the performance of the Internet Service for other users or where Subscriber is transmitting or is otherwise connected with what Raptor Wireless considers in its sole discretion to be spam or other malicious code or software. Subscriber agrees that Raptor Wireless is entitled to damages if Subscriber is transmitting or is otherwise connected with spam or other malicious code or software. Subscriber agrees Raptor Wireless is entitled to actual damages, however, if actual damages cannot be reasonably calculated, Subscriber agrees to pay Raptor Wireless liquidated damages of five dollars for each piece of spam or other malicious code or software transmitted from or otherwise connected with Subscriber's account.

14. Additional Terms for Raptor Wireless WiFi: Raptor Wireless WiFi supported by the Raptor Wireless-provided wireless router ("Raptor Wireless Router") is a service available to certain subscribers and provides wireless access to the Raptor Wireless Internet Service within the Subscriber's residence ("Home Network") and beyond the Subscriber's residence, for which Subscriber may be charged a fee consistent with Raptor Wireless's then-current practices. The Raptor Wireless Managed Router comes programmed with certain default settings and configurations for the Home Network. Subscriber may modify the default settings and configurations on the Raptor Wireless Managed Router although Raptor Wireless recommends maintaining the default configuration and settings. Raptor Wireless does not guarantee the security of the Raptor Wireless Managed Router and Subscriber's connection to the Internet Service via the Home Network. Raptor Wireless WiFi accessed beyond the Home Network may be subject to additional terms and conditions imposed by the respective third party whose network the Subscriber may access. Raptor Wireless is not responsible for the speed or performance of the Internet Service to the extent accessed by Subscriber on a third party network. Subscriber understands and agrees that Subscriber is solely responsible for the security of their Home Network and must enable and use encryption in order to access Raptor Wireless-provided applications. Raptor Wireless reserves the right to preconfigure the Raptor Wireless Managed Router to distribute a wireless Internet access point (i.e. a Raptor Wireless WiFi Hotspot) separate from the Home Network. Any use of bandwidth from such wireless access point by third parties will not be considered to be use by the Subscriber for any purpose. Subscriber shall have the

right to disable such Raptor Wireless WiFi Hotspot, and shall not be responsible for the security of the WiFi Hotspot. The Raptor Wireless Managed Router will collect and maintain certain information regarding access to and use of the Home Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Raptor Wireless to provide the Internet Service and support, as well as for Raptor Wireless's internal business analytics regarding the use of the Internet Service. Subscriber acknowledges and agrees that Raptor Wireless shall have access to the network name and password associated with the Raptor Wireless Managed Router in order to provide support and diagnostic services. Raptor Wireless reserves the right to modify the network name and password for the Raptor Wireless Managed Router in order to safeguard Internet security, the security and privacy of Subscriber's information, where required by law, and/or for other good cause to provide, upgrade and maintain the Internet Service, and protect the network, other users of the Internet, or our subscribers. Subscriber acknowledges that the Raptor Wireless Managed Router is Raptor Wireless Equipment.

15. General Subscriber Responsibilities and Warranties: When Subscriber completes registration for the Internet Service, Subscriber must establish an identity by selecting a user name and password to be used by Subscriber to access the Internet Service. Subscriber is responsible for maintaining the confidentiality of their user name and password. Subscriber agrees that Subscriber is responsible for anyone using Subscriber's computer system, password or name or user name in connection with the Internet Service and for ensuring that anyone who does use the Internet Service through Subscriber's computer or access to the Internet Service, does so in accordance with the Terms of Service and the AUP. Subscriber agrees to take all reasonable measures necessary to ensure that the Internet Service is not used by another without Subscriber's consent.

16. Subscriber shall be responsible for procuring and installing patches, any and all anti-virus and firewall software/ hardware and operating system patches, up-dates, or supplements that may be necessary for (i) the protection and maximum functionality of Subscriber's computer and related equipment and (ii) the protection of Raptor Wireless's network and other subscribers. For purposes of clarification, Raptor Wireless hereby disclaims any and all responsibility and liability for any damages that may arise from Subscriber's failure to procure or install the aforementioned security software and /or hardware.

17. Amendment: Raptor Wireless may, in its sole discretion, change, modify, add or remove portions of the Terms of Service at any time. Raptor Wireless may notify Subscriber of any such changes by posting notice of such changes on Raptor Wireless's website at [www.RaptorWireless.com/policies/terms-of-service.html](http://www.RaptorWireless.com/policies/terms-of-service.html), under "Terms of Service/Policies", or sending notice via electronic mail or U.S. postal mail. The Subscriber's continued use of the Internet Service following notice of such change, modification or amendment shall be deemed to be the Subscriber's acceptance of any such modification. If Subscriber does not agree to any modification of the Terms of Service, Subscriber must immediately cease using the Internet Service and notify Raptor Wireless that Subscriber is terminating the Internet Service. In addition, the Terms of Service are subject to change in compliance with applicable law.

18. Entire Agreement: The Terms of Service shall be posted at [www.RaptorWireless.ca](http://www.RaptorWireless.ca), under "Terms of Service/Policies," and are the only terms and conditions that govern the Internet Service. No undertaking, representation or warranty made by any agent or representative of Raptor Wireless in connection with the sale, installation, maintenance, or removal of the Internet Service shall modify or amend the Terms of Service.