



Terms of Service

WORLDFLINE SERVICE SCHEDULE TO FIBERNETICS MASTER SERVICES AGREEMENT

Fibernetics Inc. ("Fibernetics") offers certain services under the Worldline brand (the "Worldline Service(s)" or the "Service(s)"), the terms of which are found in this Worldline Service Schedule. This Worldline Service Schedule (the "Service Schedule") is an attachment to and forms an integral part of the Fibernetics Master Services Agreement (the "Agreement") and the Customer agrees to be bound by the terms and conditions set out in this Service Schedule as well as the Fibernetics Master Services Agreement which can be found at www.worldline.ca/terms

THIS SERVICE SCHEDULE IS SUBJECT TO THE LIMITATION OF LIABILITY CONTAINED IN THE FIBERNETICS MASTER SERVICES AGREEMENT.

THE CUSTOMER MUST READ AND ACCEPT THESE TERMS AND CONDITIONS OF USE BEFORE USING THIS INTERNET SITE OR SUBSCRIBING TO THE SERVICE. THESE TERMS AND CONDITIONS OF USE CREATE AN AGREEMENT BETWEEN THE CUSTOMER AND FIBERNETICS. THESE TERMS AND CONDITIONS OF USE GOVERN THE CUSTOMER'S USE OF THIS INTERNET SITE ("SITE") AND THE SERVICES OFFERED, INCLUDING THE SERVICE SOFTWARE, EQUIPMENT, ASSOCIATED MEDIA, ANY PRINTED MATERIALS, DATA, FILES AND INFORMATION AND ANY ONLINE OR ELECTRONIC DOCUMENTATION ("SOFTWARE"). EACH TIME THE CUSTOMER USES THIS SITE OR THE SERVICES, THE CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE. THESE TERMS AND CONDITIONS MAY BE UPDATED AND CHANGED WITHOUT NOTICE TO THE CUSTOMER. THIS AGREEMENT TAKES PRECEDENCE OVER ANY OTHER AGREEMENT OR TERMS EMBEDDED WITHIN THE SOFTWARE.

The following terms and conditions apply to all of the Wordline Services unless specifically noted in the section title as applying only to a particular Service.

1) General Terms for all Worldline Services

- a. **Definitions.** All defined terms, if not specifically defined in this Schedule, shall have the same meaning as set out in the Fibernetics Master Services Agreement.
- b. **Fees and Charges.**
 - i. The fees and charges for each Service shall be set out in the description of each Service or bundled Services at www.worldline.ca
 - ii. Additional charges that may apply to Services, which may include access fees or activation fees, shall be listed at www.worldline.ca
 - iii. Fibernetics reserves the right to change fees or charges without notice to you. Your continued use of the Service after a change in fees shall constitute your acceptance of such change in fees.



- iv. All fees and charges shall be charged to you monthly and paid in accordance with your payment methods set up in your Customer Account.
- v. Charges for the Services are non-refundable. If Customer pays on a monthly basis or on an annual basis, and terminates the Service prior to the completion of the month or the year, as the case may be, there will be no refunds of amounts already paid.
- vi. For Services with recurring monthly charges, Customer will be required to pay the last month's charges in advance as a deposit. Customer will not earn any interest on any deposits held by Fibernetics. Deposits will be applied against the last month's charges or the outstanding final balance in the Customer Account, as the case may be, upon termination of the applicable Service.
- c. **Long Distance Rates.** Rates for long distance calls shall be listed at www.worldline.ca. These rates are subject to change without notice. All charges for long distance calls, that are not included in Customer's Long Distance Services Calling Package (if any) shall be charged to you monthly, in arrears, and paid in accordance with your payment methods set up in your Customer Account.
- d. **Acceptable Use Policy.** The Acceptable Use Policy for the Services can be found at www.worldline.ca

2) Call Canada and Call World Long Distance Services Calling Packages ("Long Distance Services")

- a. **Service Description.** The features and rates for the Long Distance Services, (including call destinations that are included in the package) can be found at www.worldline.ca
- b. **911 Service.**
 - i. **Emergency calls cannot be made through the Long Distance Services. Neither 999, 112, 911, e-911 service nor any other emergency service is available through the Long Distance Services. If Customer dials "999" or "911" (or any other internationally recognized emergency service numbers) while using the Long Distance Services, Customer will not be connected to an emergency operator, nor will Customer's phone number or location be reported to an emergency operator. However, by subscribing to the Long Distance Services, Customer is not prevented from using his/her home phone and underlying carrier to make emergency calls.**
 - ii. **The Customer acknowledges and understands that Fibernetics will not be liable for any inability to dial 9-1-1 or any other emergency service using the Long Distance Services or to access emergency service personnel due to the 9-1-1 dialling limitations listed herein. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, FIBERNETICS, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND UNDERLYING CARRIERS WILL NOT BE LIABLE FOR ANY INJURY, DEATH OR DAMAGE TO PERSONS OR PROPERTY, ARISING DIRECTLY OR INDIRECTLY OUT OF, OR RELATING IN ANY WAY TO THE PROVISION OR NON-PROVISION OF 9-1-1 AND/OR EMERGENCY SERVICE, INCLUDING WITHOUT LIMITATION ANY INABILITY ON THE PART OF CUSTOMER OR ITS END USERS TO**



ACCESS 9-1-1 AND/OR EMERGENCY SERVICE, AND THE CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS FIBERNETICS, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND UNDERLYING CARRIERS FROM ANY LIABILITIES, CLAIMS, DAMAGES, LOSSES ARISING DIRECTLY FROM THE PROVISION OR NON-PROVISION OF 9-1-1 AND/OR EMERGENCY SERVICE.

c. 611/ 411/311/211 Not available.

The Long Distance Services are not a replacement for home phone services and Customer cannot make 611/411/311/211 calls through the Long Distance Services.

d. Term. The term for the Long Distance Services shall begin on the date the Long Distance Service is activated by Fibernetics and shall continue for a period of thirty (30) days from the date of activation (the "Term"). The Long Distance Services Term shall automatically renew on the same terms and conditions for a period of 30 days ("Renewal Term") following the initial Term and each subsequent Renewal Term. Either party may terminate the Long Distance Services by providing 30 days written notice to the other party of its intention to terminate.

e. Service Use.

- i. The Long Distance Services are to be used for voice only purposes.
- ii. In the event that a customer exceeds a reasonable usage threshold, as determined by Fibernetics in its sole discretion, Fibernetics may suspend or terminate Customer's account without notice.
- iii. Fibernetics in its sole discretion, reserves the right to block or restrict calling in certain areas.

f. Proper Use of Service and costs. Where Customer uses the Long Distance Services with a cell phone or with a home phone provided by an underlying carrier that is not Fibernetics, Fibernetics will not be responsible for any cellular provider or other carrier's charges to Customer. Customer understands that the following charges may be incurred by Customer, and shall be payable by Customer, when using the Long Distance Services:

- i. Charges incurred if Customer selects the incorrect location or incorrect local access number for Customer's location when placing the call;
- ii. Charges incurred if Customer presses the "SEND" or "CALL" button (to initiate the call process) more than once at any time during the call completion process;
- iii. Charges for local air time for use of Customer's
- iv. Home phone service charges by the underlying carrier; and
- v. Any other cellular provider, underlying carrier or third party charges that may be incurred if the Long Distance Services dialling procedures are not followed correctly.

3) Worldline Digital Home Phone Services ("Home Phone Services")

a. Service Description:

- i. The features and rates for the Home Phone Services can be found at www.worldline.ca
- ii. Details of the minimum system and access requirements for the Home Phone Services, such as high speed internet, can be found at www.worldline.ca



- iii. The Home Phone Service charges include the charges for the hardware associated with running the Home Phone Service, as detailed at www.worldline.ca. Shipping costs are not included in the charges.
- b. **911 Service. PLEASE READ THE INFORMATION BELOW ABOUT 9-1-1 EMERGENCY SERVICE CAREFULLY!** By using or paying for the Home Phone Services, the Customer acknowledges and agrees to all of the information below regarding the limitations of using the Home Phone Services for dialing 9-1-1. The Customer acknowledges and understands that the Home Phone Service offers a limited 9-1-1 type service and that such 9-1-1 type dialing differs in important respects from traditional 9-1-1 service, as described below. The Customer agrees to advise all users who may place calls over the Home Phone Service from the Customer's location of these limitations.
 - i. **Fibernetics 9-1-1 emergency dialing is only supported in software and on Analogue Terminal Adapters (ATAs) or modems provided by Fibernetics for use with the Home Phone Services.**
 - ii. **The 9-1-1 call may be routed to a different dispatcher than that used for traditional 9-1-1 dialing. The dispatcher will be located at either the Public Safety Answering Point (PSAP) or with a local emergency service relay provider designated for the address specified by the Customer at the time of subscription or as properly updated by the Customer from time to time.**
 - iii. **Fibernetics 9-1-1 emergency dialing has certain limitations relative to Enhanced 9-1-1 service. Enhanced 9-1-1 service is the type of 9-1-1 service that is generally available on most traditional primary exchange telephone services. With Enhanced 9-1-1 service, your address information associated with your telephone number is usually available to the Public Safety Answering Point at the time of your 9-1-1 call. With the Home Phone Services 9-1-1 emergency dialing, your call is being sent via the Internet rather than a traditional phone line, and as the most up to date Customer address information may not arrive with this call, a different method is required to send this Customer address information accurately. This method may involve the use of an intermediary emergency service operator to help ascertain your current location information.**
 - iv. **Be prepared to confirm your location and telephone number with the operator who answers the 9-1-1 call since the operator may not have this information. It is also recommended to keep in mind that Fibernetics is your telephone service provider because if necessary, the Fibernetics central call centers can contact emergency services in severe emergency situations to attempt to help. You are also encouraged not to hang up until told to do so, and to call back if you get disconnected, as immediately as possible. Please note that it may take up to three (3) days upon initial activation of service for your address information to fully propagate throughout the 9-1-1 systems.**
 - v. **Home Phone Services 9-1-1 emergency dialing may not be available: during a power outage, network failure, if Customer's computer, system, equipment or wiring is malfunctioning, in the event of suspension or disconnection of the Home Phone Service because of billing issues or breach of terms of service,**



due to any disconnection or suspension of underlying broadband access service or due to a Force Majeure event (as defined in this Agreement). Home Phone Services 9-1-1 emergency dialing will also be unavailable during a broadband internet outage. If there is a power outage, the Customer may be required to reset or reconfigure the ATA or modem (as the case may be), prior to being able to use the Home Phone Service, including for 9-1-1 dialing purposes.

- vi. **9-1-1 dialing will not function correctly if the Customer moves or changes locations without updating the location information with Fibernetics. In order to have 9-1-1 calls routed correctly, Customer must update his/her service address at least three (3) days prior to moving by updating the information with Fibernetics Customer service by phone or at www.worldline.ca**
- vii. **Customer must keep the registered location information current by updating it with Fibernetics to help ensure success with the emergency service operator who may assume that Customer is at the last registered address if he/she is not able to speak during a 9-1-1 call. Customer's registered location information is used to accurately connect to the appropriate emergency response center so that they may trigger the appropriate emergency response.**
- viii. **For technical reasons associated with the possibility of network congestion, there is a possibility that the 9-1-1 call will produce a busy signal or will take longer to answer, as compared to traditional 9-1-1 calls placed from a fixed location known to the emergency service provider.**
- ix. **Customer should inform any household residents, guests and other persons who may be present at the physical location where the Home Phone Service is utilized of the important differences in and limitations of the 9-1-1 dialing as compared with traditional Enhanced 9-1-1 service, as set out above.**
- x. **Customers traveling outside of Canada will not have 9-1-1 dialing services.**
- xi. **If Customer is not comfortable with the limitations of the Home Phone Services 9-1-1 emergency dialing, Customer should consider having an alternate means of accessing traditional 9-1-1 or Enhanced 9-1-1 services or disconnecting the Home Phone Service.**
- xii. **The Customer acknowledges and understands that Fibernetics will not be liable for any service outage and/or inability to dial 9-1-1 using the Home Phone Services or to access emergency service personnel due to the 9-1-1 dialing characteristics and limitations listed herein. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, FIBERNETICS, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND UNDERLYING CARRIERS WILL NOT BE LIABLE FOR ANY INJURY, DEATH OR DAMAGE TO PERSONS OR PROPERTY, ARISING DIRECTLY OR INDIRECTLY OUT OF, OR RELATING IN ANY WAY TO THE PROVISION OR NON-PROVISION OF 9-1-1 AND/OR EMERGENCY 9-1-1 SERVICE, INCLUDING WITHOUT LIMITATION ANY INABILITY ON THE PART OF CUSTOMER OR ITS END USERS**



TO ACCESS 9-1-1 AND/OR EMERGENCY 9-1-1 SERVICE, AND THE CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS FIBERNETICS, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND UNDERLYING CARRIERS FROM ANY LIABILITIES, CLAIMS, DAMAGES, LOSSES ARISING DIRECTLY FROM THE PROVISION OR NON-PROVISION OF 9-1-1 AND/OR EMERGENCY 9-1-1 SERVICE.

- c. Term and Termination.** The term for the Home Phone Services shall begin on the date the Home Phone Service is activated by Fibernetics and shall continue for a period of thirty (30) days from the date of activation (the "Term"). The Home Phone Service Term shall automatically renew on the same terms and conditions for a period of 30 days ("Renewal Term") following the initial Term and each subsequent Renewal Term. Either party may terminate the Home Phone Service by providing 30 days written notice to the other party of its intention to terminate.
- d. Porting**

 - i. Number Transfer or "Porting to Fibernetics"
If Customer wishes to transfer or port a current telephone number to Fibernetics, you must complete a Letter of Authorization (the "LOA") and submit it to Fibernetics. The LOA will permit Fibernetics to contact your current carrier and request the port of the number to the Fibernetics network. Customer is responsible to cancel the service agreement with the current carrier, once informed by Fibernetics that the port is complete. Fibernetics will not be responsible for numbers that are lost, charges incurred to reclaim the telephone number, or any other porting fees, should the Customer cancel his/her service before the port is complete.
 - ii. Number Transfer Away From Fibernetics or "Porting Out" If Customer intends to change to another service provider, Customer may request to take or "port out" the telephone number supplied by Fibernetics to such other service provider. If Customer asks a new service provider to port a number from Fibernetics, Customer must provide Fibernetics thirty (30) days written notice of the requested port and Fibernetics shall terminate the Service with respect to such number after the successful completion of the port. Customer shall remain responsible for any charges and fees associated with that number until the Service is terminated. If Customer's Service has been suspended due to non-payment, Fibernetics reserves the right to deny the port-out request. If a port is unsuccessful for any reason, the Service and this Agreement will not terminate and Customer will continue to be responsible for any charges and fees associated with the Service and Customer's account.
- e. Directory listing.** The telephone number(s) that Customer obtains in connection with the Home Phone Service will not be listed in any telephone directories.
- f. No 0+, Operator Assisted or 1-900 calls.** The Home Phone Service does not support 0+ or operator assisted calling (including, without limitation, collect calls and third party billing calls). Further, the Home Phone Service does not support 1-900 calls or other similar services. The Home Phone Service does support 411 calls, which shall be charged at a rate to be determined from time to time by Fibernetics, and it also supports 311 calls where available. The Home Phone Service may support certain calling card calls or other



companies' flat rate calling services (depending on dialing requirements), but it will not support 10-10 dial around long distance services.

- g. Long Distance.** Details of the Long Distance Services Calling Package to be included with the Home Phone Service can be found at www.worldline.ca. Calls made to locations that are not included in the Home Phone Service shall be charged to the Customer's Account in accordance with the terms and conditions herein.
- h. Installation.**
 - i. The Customer shall be responsible for the installation of the Home Phone Service. If the customer would like a Fibernetics authorized installer to perform the work, it can be arranged, and will be billed directly to the customer by the Fibernetics authorized installer.
 - ii. Fibernetics' standard pricing does not include any upgrades in wiring, cabling, routers or other equipment necessary for the Customer's home to be prepared for installation. Customer will be responsible to make and pay for any required changes or upgrades.
 - iii. In the event that the Customer fails to provide, prepare or maintain its locations and facilities for the installation of the Home Phone Services, Fibernetics shall not be liable for any resulting delay in commencing the Home Phone Services or any service interruption and related damages, and the Customer shall be liable for any additional costs incurred by Fibernetics in order to install or restore the Home Phone Services.

4) Worldline VIP Home Phone Services ("VIP Home Phone Services")

- a. Service Availability and Qualification:**
 - i. Customer may qualify for the VIP Home Phone Services, depending on his/her location. Qualification for the VIP Home Phone Services must be verified by contacting Fibernetics Customer Service and receiving confirmation of VIP Home Phone Service availability for Customer's location.
- b. Service Description:**
 - i. The features and rates for the VIP Home Phone Services can be found at www.worldline.ca
 - ii. Details of the minimum system and access requirements for the VIP Home Phone Services, such as Fibernetics high speed internet, can be found at www.worldline.ca.
 - iii. The VIP Home Phone Service charges include the charges for the hardware associated with running the VIP Home Phone Service, as detailed at www.worldline.ca. Shipping costs are not included in the charges.
- c. 911:**
 - i. **As the VIP Home Phone Service is provisioned and operates like traditional Plain Old Telephone Service (POTS), it utilizes Enhanced 9-1-1 identification and location capability. When a Customer dials '9-1-1' while utilizing the VIP Home Phone Service, the call will be routed to the nearest Public Safety Answering Point (PSAP) associated with the municipal address at which Customer has installed the VIP Home Phone Service. The address information and telephone number associated with Customer's VIP Home Phone Service will be sent along with the call to the PSAP.**



- ii. **When Customer subscribes to the VIP Home Phone Service, he/she must provide detailed and accurate location information, including in-building identification information (such as Suite #) to accurately reflect the exact location of the Customer in the case of a potential emergency. Customer must keep the registered location information current by updating it with Fibernetics.**
 - iii. **While Fibernetics strives to follow industry best practices in the operation of Enhanced 9-1-1 services there is the possibility that 9-1-1 services may not fully function in certain circumstances, which may include but not be limited to: power outage(s), network failure, if Customer's equipment or wiring is malfunctioning, in the event of suspension or disconnection of the VIP Home Phone Service because of billing issues or breach of terms of service, or Force Majeure events.**
 - iv. **To reduce the risk that may arise from some of these circumstances, Customer should have a wired phone plugged in at its locations at all times.**
 - v. **The Customer acknowledges and understands that Fibernetics will not be liable to Customer or to any third party for any inability to use the VIP Home Phone Service or to obtain access to 9-1-1 services as a result of the limitations described in this section.**
- d. **Term and Termination.** The term for the VIP Home Phone Services shall begin on the date the VIP Home Phone Service is activated by Fibernetics and shall continue for a period of thirty (30) days from the date of activation (the "Term"). The VIP Home Phone Service Term shall automatically renew on the same terms and conditions for a period of 30 days ("Renewal Term") following the initial Term and each subsequent Renewal Term. Either party may terminate the VIP Home Phone Service by providing 30 days written notice to the other party of its intention to terminate.
- e. **Porting:**
 - i. **Number Transfer or "Porting to Fibernetics"**

If Customer wishes to transfer or port a current telephone number to Fibernetics, you must complete a Letter of Authorization (the "LOA") and submit it to Fibernetics. The LOA will permit Fibernetics to contact your current carrier and request the port of the number to the Fibernetics network. Customer is responsible to cancel the service agreement with the current carrier, once informed by Fibernetics that the port is complete. Fibernetics will not be responsible for numbers that are lost, charges incurred to reclaim the telephone number, or any other porting fees, should the Customer cancel his/her service before the port is complete.
 - ii. **Number Transfer Away From Fibernetics or "Porting Out"**

If Customer intends to change to another service provider, Customer may request to take or "port out" the telephone number supplied by Fibernetics to such other service provider. If Customer asks a new service provider to port a number from Fibernetics, Customer must provide Fibernetics thirty (30) days written notice of the requested port and Fibernetics shall terminate the Service with respect to such number after the successful completion of the port. Customer shall remain responsible for any charges and fees associated with that number until the Service is terminated. If Customer's Service has been suspended due to non-payment,



Fibernetics reserves the right to deny the port-out request. If a port is unsuccessful for any reason, the Service and this Agreement will not terminate and Customer will continue to be responsible for any charges and fees associated with the Service and Customer's account.

- f. Directory listing.** The telephone number(s) that Customer obtains in connection with the VIP Home Phone Service will not be listed in any telephone directories.
- g. No 0+, Operator Assisted or 1-900 calls.** The VIP Home Phone Service does not support 0+ or operator assisted calling (including, without limitation, collect calls and third party billing calls). Further, the VIP Home Phone Service does not support 1-900 calls or other similar services. The VIP Home Phone Service does support 411 calls, which shall be charged at a rate to be determined from time to time by Fibernetics, and it also supports 311 calls where available. The VIP Home Phone Service may support certain calling card calls or other companies' flat rate calling services (depending on dialing requirements), but it will not support 10-10 dial around long distance services.
- h. Long Distance.** Details of the Long Distance Services Calling Package to be included with the VIP Home Phone Service can be found at www.worldline.ca. Calls made to locations that are not included in the VIP Home Phone Service shall be charged to the Customer's Account in accordance with the terms and conditions herein.
- i. Installation.**
 - i. Basic installation of the VIP Home Phone Service at Customer's location, as detailed at www.worldline.ca, shall be performed by a Fibernetics authorized installer and shall be included in the charges for the VIP Home Phone Services. It is the Customer's responsibility to provide, prepare and maintain its location for the installation of Fibernetics' equipment necessary for Fibernetics to provide the VIP Home Phone Service, including ensuring that Customer's cabling, internal network and power requirements all meet the minimum network requirements specified by Fibernetics. Such provision, preparation and maintenance shall comply with Fibernetics' specifications and shall be at the Customer's expense.
 - ii. For those customers who do not qualify for the free installation, they shall be responsible for the installation of the Home Phone Service. If the customer would like a Fibernetics authorized installer to perform the work, it can be arranged, and will be billed directly to the customer by the Fibernetics authorized installer.
 - iii. Fibernetics' standard pricing does not include any upgrades in wiring, cabling, routers or other equipment necessary for the Customer's home to be prepared for installation. Customer will be responsible to make and pay for any required changes or upgrades.
 - iv. In the event that the Customer fails to provide, prepare or maintain its locations and facilities for the installation of the VIP Home Phone Services, Fibernetics shall not be liable for any resulting delay in commencing the VIP Home Phone Services or any service interruption and related damages, and the Customer shall be liable for any additional costs incurred by Fibernetics in order to install or restore the VIP Home Phone Services.

5) High Speed Internet Service

a. Service Description:



- i. The features and rates for the High Speed Internet Services can be found at www.worldline.ca. Additional fees, not included in the regular monthly fees may apply and shall be listed at www.worldline.ca. Such additional fees may include charges for: service provider changes, change of address/location, additional email addresses over the primary account, and overages.
 - ii. The High Speed Internet Service speed is up to the advertised upload and download speeds listed on www.worldline.ca. For example, the speed 'up to 5 Mbps' means that the Customer can expect speeds up to 5Mbps.
 - iii. Fibernetics cannot make any guarantees on the speed of the Customer's connection due to the fact that speeds vary by the distance between the Customer's location and Fibernetics' central office or remote server.
- b. Term.** The term for the High Speed Internet Services shall begin on the date the High Speed Internet Service is activated by Fibernetics and shall continue for a period of thirty (30) days from the date of activation (the "Term"). The High Speed Internet Service Term shall automatically renew on the same terms and conditions for a period of 30 days ("Renewal Term") following the initial Term and each subsequent Renewal Term. Either party may terminate the High Speed Internet Services by providing 30 days written notice to the other party of its intention to terminate.
- c. Installation**
- i. Fibernetics shall use reasonable efforts to deliver and install the High Speed Internet Service by the estimated activation date. However, delays may occur due to such factors as the Customer's availability or the acts or omissions of third party suppliers or providers. Fibernetics does not guarantee that Services shall be delivered and installed by a specific activation date.
 - ii. The Customer demarcation point for the High Speed Services shall be a standard location where all external wiring feeds terminate and connect with inside wiring owned by the Customer. High Speed Internet Services shall be installed up to the Customer demarcation point.
 - iii. Fibernetics shall not be responsible for any equipment beyond the demarcation point, save and except for Fibernetics' customer premise equipment, such as the Fibernetics supplied modem. Further, Fibernetics shall not be responsible for any wiring beyond the Customer's demarcation point.
 - iv. Any additional wiring or termination of circuits past the Customer demarcation point shall be the Customer's sole responsibility. In the event the Customer requests wiring or other work to be performed by Fibernetics, such work will be performed by a Fibernetics authorized installer, and will be billed directly to the customer by the Fibernetics authorized installer.
- d. Service Interruption Credits**
- i. If Services are interrupted for a period of at least 24 hours after notice by the Customer to Fibernetics, an allowance equal to 1/30th of any fixed billing cycle charges for the affected Service shall apply to each full 24 hour period during which the interruption continues. Credit in any billing period shall not exceed the total average monthly charges for that period for the affected Service. No allowance shall apply to any non-recurring or usage charges. The Customer's sole and exclusive remedy for Service interruption shall be the credit outlined above



- ii. The Customer must request credit within thirty (30) days of the validated interruption, failing which the Customer forever waives its right to any credit for such outage. Fibernetics reserves the right to determine in its sole and absolute discretion if an interruption is considered a validated interruption.
- iii. At no time will multiple remedies be provided to the Customer for same, similar or related troubles on the same line. Customer payables must be current prior to the Customer receiving any credits
- iv. No credit shall be provided for interruptions due to the following:
 1. (1) the failure of any component, equipment, wiring, network or system provided by the Customer or a third party;
 2. (2) network maintenance by Fibernetics;
 3. (3) Force Majeure events;
 4. (4) acts or omissions, negligent or otherwise, of the Customer or a third party, or any breach of any term or condition by the Customer of the Master Services Agreement or any schedules or addenda attached thereto.

6) Dial-up Internet Service

- a. **Service Description:** The features and rates for the Dial-up Internet Services can be found at www.worldline.ca
- b. **Term.** The term for the Dial-Up Internet Services shall begin on the date the Service is activated by Fibernetics and shall continue for a period of thirty (30) days from the date of activation (the "Term"). The Dial-up Internet Service Term shall automatically renew on the same terms and conditions for a period of 30 days ("Renewal Term") following the initial Term and each subsequent Renewal Term. Either party may terminate the Dial-up Internet Service by providing 30 days written notice to the other party of its intention to terminate.

7) Worldline Home Phone and High Speed Internet Services Bundle (the "Home Phone and Internet Bundle")

- a. **Service Description.** The features and rates for the Home Phone (or, if Customer is qualified for, the VIP Home Phone Service) and Internet Bundle can be found at www.worldline.ca
- b. **Same Terms.** All terms and conditions from the Home Phone Service (or, if Customer is qualified for, the VIP Home Phone Service) and the High Speed Internet Service apply to the Home Phone and Internet Bundle, except Term and Termination and Installation, which shall be as follows:
 - i. **Term.** The term for the Home Phone and Internet Bundle shall begin on the date the Home Phone and Internet Bundle is activated by Fibernetics and shall continue for a period of thirty (30) days from the date of activation (the "Term"). The Home Phone and Internet Bundle Term shall automatically renew on the same terms and conditions for a period of 30 days ("Renewal Term") following the initial Term and each subsequent Renewal Term.
Termination. Either party may terminate the Home Phone and Internet Bundle by providing 30 days written notice to the other party of its intention to terminate. However, if Customer terminates the Home Phone and Internet Bundle prior to



one year from the date of activation, Customer shall pay \$99.95 to Fibernetics, as liquidated damages and not as a penalty.

ii. Installation

- Fibernetics shall use reasonable efforts to deliver and install the High Speed Internet Service by the estimated activation date. However, delays may occur due to such factors as the Customer's availability or the acts or omissions of third party suppliers or providers. Fibernetics does not guarantee that Services shall be delivered and installed by a specific activation date.
- Basic installation of the Home Phone and Internet Bundle at Customer's location, as detailed at www.worldline.ca, shall be performed by a Fibernetics authorized installer and shall be included in the charges for the Home Phone and Internet Bundle. It is the Customer's responsibility to provide, prepare and maintain its location for the installation of Fibernetics' equipment necessary for Fibernetics to provide the Home Phone and Internet Bundle, including ensuring that Customer's cabling, internal network and power requirements all meet the minimum network requirements specified by Fibernetics. Such provision, preparation and maintenance shall comply with Fibernetics' specifications and shall be at the Customer's expense.
- For those customers who do not qualify for the free installation, they shall be responsible for the installation of the Home Phone and Internet Bundle. If the customer would like a Fibernetics authorized installer to perform the work, it can be arranged, and will be billed directly to the customer by the Fibernetics authorized installer.
- Fibernetics' standard pricing does not include any upgrades in wiring, cabling, routers or other equipment necessary for the Customer's home to be prepared for installation. Customer will be responsible to make and pay for any required changes or upgrades.
- In the event that the Customer fails to provide, prepare or maintain its locations and facilities for the installation of the Home Phone and Internet Bundle, Fibernetics shall not be liable for any resulting delay in commencing the Home Phone and Internet Bundle or any service interruption and related damages, and the Customer shall be liable for any additional costs incurred by Fibernetics in order to install or restore the Home Phone and Internet Bundle.



FIBERNETICS MASTER SERVICES AGREEMENT

This Master Services Agreement and all Service Schedules hereto form the agreement ("Agreement") between Fibernetics Corporation, a company incorporated under the laws of the Province of Ontario and having its principal office at 605 Boxwood Drive, Cambridge, Ontario, N3E 1A5, ("Fibernetics"), and the customer ("Customer" or "you") for the provision and use of the Fibernetics services (the "Services").

1. SERVICE SUBSCRIPTION

1.1

The Customer agrees to subscribe to the Services offered by Fibernetics as set out in the schedules to this Master Services Agreement (the "Service Schedules"). The terms and conditions set out in this Master Services Agreement and the Service Schedules govern the Customer's use of the Services and Customer must read and accept these terms and conditions prior to using any of the Services.

1.2

BY ACTIVATING OR USING ANY OF THE SERVICES, YOU REPRESENT THAT YOU ARE OF LEGAL AGE IN YOUR PROVINCE OF RESIDENCE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTOOD FULLY ITS TERMS AND CONDITIONS.

2. FIBERNETICS FACILITIES

2.1.

Fibernetics is the owner of all right, title and interest in all facilities, networks, equipment and software provided by Fibernetics or utilized in the provision of the Services (the "Fibernetics Facilities") or has obtained the right to make the Fibernetics Facilities available for use by the Customer from a third party and the Customer shall have no rights therein.

2.2.

It is the Customer's responsibility to provide, prepare and maintain the Customer's locations, facilities and equipment for the installation of Fibernetics Facilities and for Fibernetics to provide the Services to the Customer. Such provision, preparation and maintenance shall comply with Fibernetics' specifications and shall be at the Customer's expense.

2.3.

In the event that the Customer fails to provide, prepare or maintain the locations, facilities, equipment or network for the installation of Fibernetics Facilities or any Fibernetics Services, or fails to do so in a timely manner as Fibernetics may deem necessary in the circumstances, Fibernetics shall not be liable for any resulting delay in commencing the Services or any service interruption and related damages, and the Customer shall be liable for any additional costs incurred by Fibernetics in order to install or restore the Services.



2.4.

The Customer shall not, without Fibernetics' written consent and then subject to such conditions as Fibernetics may require, make any alternation, addition or repair to Fibernetics Facilities or permit access to Fibernetics Facilities by any person not approved by Fibernetics.

2.5.

The Customer shall be responsible for the security of and any loss or damage to Fibernetics Facilities located on the Customer's premises.

2.6.

If, in connection with a particular Service or under a specific Schedule, the Customer purchases any of the Fibernetics Facilities from Fibernetics, the terms and conditions related thereto shall be specified in the Schedule. However, all Fibernetics Facilities remain the property of Fibernetics until Customer has paid for such Fibernetics Facilities in full.

2.7.

Fibernetics shall bear the expense of maintenance and repairs required due to normal wear and tear to Fibernetics Facilities.

3.

INSPECTION AND MAINTENANCE

3.1.

Fibernetics may, from time to time and without notice to the Customer, upgrade, maintain, or migrate the Services or the Fibernetics Facilities.

3.2.

In the event Fibernetics determines that it is necessary to interrupt the Services or that there is a potential for Services to be interrupted for the performance of system maintenance, Fibernetics will use reasonable commercial efforts to notify the Customer prior to such interruption. Fibernetics will use reasonable commercial efforts to schedule system maintenance during non-peak hours (midnight to 6 a.m. local time). In no event shall interruption for system or emergency maintenance constitute a failure of performance by Fibernetics.

4.

EQUIPMENT

4.1.

In addition to the Fibernetics Facilities which are owned by Fibernetics, for certain Services, Customer may purchase or rent hardware or equipment from Fibernetics ("Equipment").

4.2.

The Customer shall cause the Equipment to be operated in compliance with the general operating specifications and standards of the manufacturer, and all applicable laws

4.3.

The Customer will not sell, lease or otherwise dispose of the Equipment (or any part thereof) and will keep the Equipment free of all encumbrances. In the case of purchased Equipment, the Customer may sell, lease or otherwise dispose of the Equipment after all amounts owing to Fibernetics have been satisfied.



4.4.

At all times, the Customer will use the Equipment only in the manner for which it is designed and as a prudent and careful owner would.

4.5.

The Customer will bear the risk of loss, destruction or confiscation to the Equipment from the time the Equipment is delivered to the Customer and the Customer is responsible for insuring the Equipment as of the date of such delivery.

4.6.

Upon termination of this Agreement, or termination of a certain Service hereunder, the rental Equipment related to the Service must be returned to Fibernetics within fifteen (15) days from the date of termination, failing which, the Customer will be charged the full purchase price of the Equipment. Returned Equipment must include all original cables and power adapters, must not have any physical damage and must be in good working order.

5.

SOFTWARE

5.1.

Software license

5.1.1.

At the time of subscription, Customer shall receive or shall be entitled to download the software required to run and operate the Service (the "Software").

5.1.2.

Subject to the terms and conditions of this Agreement, Fibernetics grants to Customer a non-exclusive, non-transferable, revocable, limited license to use the Software.

5.1.3.

Customer shall have no right to transfer, assign or sublicense the Software.

5.2.

Restrictions on altering the Software or the code in any way

Except as otherwise specified in this Schedule, the Customer may not: (i) copy the Software, other than one copy which is permitted as a backup; (ii) Modify or create any derivative works of any Software, Service or documentation, including translation or localization (code written to published application programming interfaces or APIs); (iii) Sublicense or permit simultaneous use of the Service by more than one user; (iv) Reverse engineer, decompile, or disassemble or otherwise attempt to derive the source code for any Software related to the Service; (v) Redistribute, encumber, sell, rent, lease, sublicense, or use the Software or the Service in a timesharing or service bureau arrangement, or otherwise transfer the Software or any rights to the Software; (vi) Remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Software or Service; or (vii) Publish any results of benchmark tests run on any Software to a third party without Fibernetics' prior written consent.

5.3.



Ownership of Software and Service

All right, title and interest in the copyright, patents and intellectual property rights in the Software and the Service or any part thereof remain with Fibernetics or the original owner of such rights, as the case may be.

6.

USE OF THE SERVICE

6.1.

System Requirements

The Customer is responsible for ensuring that Customer's computer and systems, home phone, mobile phone, and any other equipment to be supplied by Customer for the usage of the Service (s) (the "Customer Systems") meet the minimum system requirements to run the selected Service (s) which can be found on the Service's website. If the Customer System does not meet these requirements, Fibernetics is not responsible for any connection difficulties or Service delays, deficiencies, interruptions or related damages the Customer may have as a result.

6.2.

Installation

The Customer is responsible for the download and installation of the Software and the Service, where applicable. Customer acknowledges that all installation and downloads of the Software are at your own risk. Fibernetics is not responsible for and will not be liable for any Customer System, or third party software or system damages or malfunctions that may arise from the installation, download or use of the Software or the Services.

6.3.

Third Party Software and Downloads

6.3.1.

Fibernetics is not responsible for third party software downloads or hardware installed by the Customer which may alter the Service connection, the Customer's computer configuration or which may prevent or alter internet connection, speed, or service or have any other impact on the Service

6.3.2.

Fibernetics is not responsible for any spyware, malware or virus the Customer contracts on his/her Customer System from using the internet or the World Wide Web.

6.3.3.

Fibernetics assumes no responsibility whatsoever for any internet or email or other connection software the Customer may run on its Customer System. Fibernetics assumes no responsibility for any damages that may result from the use of such software.



7.

SUPPORT

7.1.

Fibernetics offers varying types of support for the Service. The Customer should review the "FAQ" section of the Service's website to address Service support related questions. Further, the Customer may contact Fibernetics directly with Service related questions at the email or telephone number indicated in the "Contact Us" section of the website.

7.2.

With respect to Equipment, Fibernetics will offer technical assistance and support for degradation or malfunction due to normal wear and tear to the Equipment rented or purchased from Fibernetics unless otherwise specified.

7.3.

Fibernetics will not provide support for third party services, hardware, equipment, software, PC repair services, enhancements, upgrades or modifications that are not purchased, rented or licensed from Fibernetics.

7.4.

Fibernetics will not in any event be held responsible to correct or fix any problems or errors relating to or caused by the installation, configuration or modification of the Customer's equipment or system or any components thereof or to incur any costs related thereto.

8.

FEES

8.1.

The fees for the Services shall be set out in the applicable Service Schedule or on the Service's website.

8.2.

All fees are subject to change at Fibernetics' discretion. Where required by law, notification of changes will be sent to you via the email address on file with Fibernetics in your Customer Account.

8.3.

All fees paid are non-refundable.

9.

ACCOUNT INFORMATION, BILLING AND PAYMENT

9.1.

To subscribe for any Service, the Customer shall register for an account ("Customer Account") by providing all requested information in the application process for the Service, whether on-line or by phone.

9.2.

Customer is responsible for providing accurate information and for updating any information in the Customer account. Fibernetics reserves the right to suspend or terminate the Customer's account if provided with incomplete or inaccurate information at the time of subscription or any time thereafter.



9.3.

The fees and charges for the Services, Equipment or any other services or products purchased by Customer in connection with this Agreement and the Service Schedules ("Charges"), shall be payable by the Customer by credit card (Visa, MasterCard or American Express) or by Pre-authorized debit payments. All Charges are non-refundable.

9.4.

Charges for one-time purchases that require immediate payment shall be charged at time of purchase and Customer will be provided with an electronic receipt of payment, where Customer has provided his/her email address.

9.5.

Charges for Services with recurring monthly charges shall commence on the date of the initial activation of the Service and Customer will be billed, in advance for the month, on that same day of the month (eg. 1st), each month. All Services with recurring Charges require pre-authorized payment by credit card or pre-authorized debit payments. Customer gives Fibernetics authority to charge his/her credit card or bank account on the first and then each successive billing date.

9.6.

Charges for Services that are usage based, such as long distance charges, or other fees that are not billed in advance, will be charged monthly, in arrears, to Customer's credit card or bank account.

9.7.

Customer shall notify Fibernetics of any changes to your bank account, billing address, credit card number or expiration date. If credit card or pre-authorized payment is not honoured for any reason, and if alternative billing has not been established, the Customer Account and the Services may be suspended until payment is received. Fibernetics shall not be liable for any costs, damages, delays, interruptions or claims arising from any suspension of any Service caused by non-payment by the Customer.

9.8.

Customer is liable for all Charges to your account, including shipping and handling, applicable taxes, interest on overdue amounts, and charges for returned cheques, none of which are included in the Charges.

9.9.

All bills and receipts will be sent to Customer electronically at the current email address provided by Customer in the Customer Account. Customer is responsible to keep such email address up to date with Fibernetics.

9.10.

Any underbilled or unbilled Charge shall be payable by Customer when correctly billed. Fibernetics may bill for Charges up to one (1) year from the date the Charge was incurred.

9.11

Interest will accrue on any amount not paid for thirty (30) days following the billing date, as and from the billing date at a rate of 2% per month (26.82% per annum) or the maximum legal rate, if less.



9.12.

Additional charges, such as third party charges incurred by Fibernetics for the Customer in connection with the Services are subject to change and Fibernetics reserves the right to pass on such charges to the Customer. In the event Fibernetics, at the request of the Customer, incurs unusual expenses in the provision of a Service to the Customer, for example and without limitation, for special construction, the Customer shall be notified and shall approve such expenses and then shall be liable for such expenses.

9.13.

If the Customer has any disputes concerning any Fibernetics Charges, it shall make full payment of the undisputed portion of the Charges and shall give written notice to Fibernetics within thirty (30) business days of the billing date, together with any supporting documentation substantiating the disputed amount. After that time, the Customer will be deemed to have agreed to the Charges and will have no right to challenge any element of the Charges. Fibernetics will endeavor to resolve a dispute within thirty (30) business days after Fibernetics receives written notice of the dispute from the Customer. Any dispute resolved in favour of the Customer shall be credited to the Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to Fibernetics will be due within five (5) business days of the resolution of the dispute. The Customer must pay any undisputed Charges and subsequent Charges in accordance with this Agreement.

9.14.

Administrative charges may be levied for administration or account processing activities in connection with your Customer Account, including as a result of the following: collection efforts and legal fees related to any unpaid Charges, returned or rejected payments, and restoration of Service.

9.15.

Fibernetics reserves the right to check the credit history of Customer. Customer consents to such credit checks and shall provide all necessary information to complete such credit checks.

9.16.

Upon notice to Customer, Fibernetics may assign, change or remove a credit limit on the Customer Account. Services may be suspended, at any time, if Customer's outstanding balance for Charges or any other amounts owing to Fibernetics exceed this credit limit. Recurring Charges continue to apply during any suspension of Services.

9.17.

Fibernetics may require a deposit at any time or impose other payment or credit requirements at any time and on such terms as determined in Fibernetics' sole discretion. For example, for Services with recurring charges, Customer will be required to pay the last month's charges in advance as a deposit. Customer will not earn any interest on any deposits or other payments held by Fibernetics. If Customer's Service is terminated, Fibernetics will apply any deposits or other payments against the outstanding final balance on the Customer Account.



10.

Resale and Restrictions on Use

10.1.

The Customer may make use of the Services solely for his/her own personal, residential use. The Customer shall not transfer or resell the Services, or otherwise make the Services available to third parties for value.

10.2.

The Customer shall ensure that Customer and anyone allowed by Customer to use the Service (collectively, the "End Users") comply with the terms of this Agreement, the applicable Schedules and Fibernetics' Acceptable Use Policy which can be found at on the Service Schedule and Service website. The Customer shall be responsible for the End Users' use of the Services and the content of End User information passing through the Services to the same extent as the Customer would be liable hereunder.

10.3.

The Customer will not, nor will it permit others or assist others to, tamper with, alter or rearrange the Services or the Fibernetics Facilities required to provide the Services, or otherwise abuse or fraudulently use the Services, including, without limitation, using the Services:

10.3.1.

in any manner which interferes with the Fibernetics Facilities or access thereto by other persons;

10.3.2.

contrary to reasonable instructions communicated to the Customer by Fibernetics;

10.3.3.

for any purpose or in any manner, directly or indirectly, in violation of applicable laws or in violation of any third party rights; or

10.3.4.

in a manner to avoid the payment of Charges.

10.4.

Notwithstanding anything to the contrary herein, if in Fibernetics' sole judgment, the Customer or the End Users violate this Article, and such violation or failure to comply poses an immediate threat of harm to or destruction of Fibernetics Facilities or Services, violates existing law or regulation, or puts Fibernetics Facilities or Services at risk with its providers of network services or other customers, Fibernetics shall have the right to immediately take any and all steps reasonably necessary to remove such threat, including but not limited to suspension or termination of the Services immediately and without notice.

10.5.

The Customer shall indemnify and hold harmless Fibernetics for illegal activities caused by the Customer and End Users using Fibernetics Facilities and/or the Services. Fibernetics shall not: (i) have any obligation or liability to the Customer or any third party for any unlawful or improper use of the Services by Customer or an End User; nor (ii) have any duty or obligation to exercise control over the use or the content of information passing through the Services.



11.

Customer responsibility

11.1.

The Customer shall be solely responsible for the following:

11.1.1.

Maintaining the security and privacy of the Customer's property and Customer's transmissions using the Services, or the Fibernetics Facilities; and

11.1.2.

Protecting against any breaches of security or privacy or other risks involved in installing, using, maintaining or changing the Services or the Fibernetics Facilities

12.

Term and Termination

12.1.

The Services will be provided for the period and pursuant to the terms set out in the applicable Schedules (the "Service Term"). The Schedules will be renewed for the period set out in the applicable Schedule (the "Renewal Period") on the same terms and conditions set forth therein unless either party gives the other party written notice of its intention to terminate the applicable Schedule thirty (30) days prior to the expiry of the Service Term or the then current Renewal Term, as the case may be. This Agreement, as it applies to a Schedule, will continue so long as any Service Term under a Schedule remains in effect.

12.2.

Without incurring liability, Fibernetics may suspend, restrict or terminate any or all Services:

12.2.1.

if the Customer fails to pay any undisputed amount when due and has not remedied such breach for a period of ten (10) business days from the due date;

12.2.2.

at any time if the Customer breaches a material obligation of this Agreement and/or a Schedule, which would include a violation of the restrictions on use or the Acceptable Use Policy referred to herein;

12.2.3.

immediately if Customer commits an act of bankruptcy or insolvency, is placed into liquidation or receivership, passes a resolution for its winding up (otherwise than for the purpose of amalgamation or reconstruction) or makes any assignment or arrangement for the benefit of its creditors; or

12.2.4.

immediately where any law or court order or other authority prohibits Fibernetics from furnishing such Services.



12.3.

Customer may terminate this Agreement by notice in writing to Fibernetics:

12.3.1.

if Fibernetics breaches a material obligation of this Agreement and has not remedied such breach within thirty (30) business days of receipt of the written notice; or;

12.3.2.

immediately if Fibernetics commits an act of bankruptcy or insolvency, is placed into liquidation or receivership, passes a resolution for its winding up (otherwise than for the purpose of amalgamation or reconstruction) or makes any assignment or arrangement for the benefit of its creditors;

12.4.

Upon termination or expiration of this Agreement:

12.4.1.

all amounts owing by the Customer shall immediately become due and payable;

12.4.2.

the Customer shall immediately cease using the Services;

12.4.3.

the Customer shall return to Fibernetics, at the Customer's expense, and make no further use of, any Fibernetics Facilities or rental Equipment at the Customer's premises or in the Customer's control, or any copies of any documentation or material or confidential information relating to the Services in the Customer's possession or control.

12.5.

Termination of a Schedule and/or this Agreement through any means for any reason shall not relieve either party of any obligation accrued prior to such termination.

12.6.

With respect to a Service that has a fixed Service Term, if the Customer terminates the Service under a the Service Schedule or this Agreement, without cause, or if Fibernetics terminates this Agreement or a Schedule for cause, the Customer shall pay to Fibernetics, as liquidated damages and not as a penalty, an amount which is equal to the sum of:

- a. the greater of 50% of (i) the average monthly charges for the terminated Service(s) (as determined over the previous three months) multiplied by the number of months remaining in the Service Term from the effective date of termination or (ii) if applicable, the minimum monthly commitment for the terminated Service(s) for the balance of the Service Term (prorated, in the case of a yearly minimum monthly commitment) calculated from the effective date of termination;
- b. any cost which Fibernetics is liable to continue to pay to third parties for the remainder of the applicable Service Term incurred by Fibernetics with the knowledge and/or approval of the Customer for the provision of the terminated Service(s); and



- c. a lump sum representing the aggregated total of any installation, one-time or monthly recurring charges associated with the terminated Service(s) which have been waived or discounted by Fibernetics in consideration of the Customer's commitment to the Service Term for such Service(s).

The Customer acknowledges that the termination fees described in this Agreement represent liquidated damages and not a penalty

13.

OWNERSHIP

13.1.

The Customer does not have property rights in dial numbers and in some cases "IP" numbers or domain names assigned to them. Fibernetics may change such numbers or domain names assigned to the Customer provided that Fibernetics is requested to do so by a legal or regulatory authority, including without limitation, the Canadian Radio-television and Telecommunications Commission (CRTC), the Federal Communications Commission (FCC) or a court order, and provided that Fibernetics promptly notifies the Customer of any such action.

13.2.

Any software and accompanying documentation provided by Fibernetics to the Customer remains the property of Fibernetics or its licensors. The Customer shall take reasonable steps to protect such software or documentation from theft, loss or damage. The Customer must review and agree to any applicable end user license agreement (provided separately or in a Service Schedule) before installing or using the software or documentation. Unless otherwise provided in the applicable end user license agreement, all software licenses will terminate upon termination of this Agreement.

14.

NO WARRANTY

14.1.

FIBERNETICS DOES NOT GUARANTEE ERROR-FREE OR UNINTERRUPTED OPERATION OF THE SERVICES NOR SHALL IT BE LIABLE FOR ANY FAILURE, BREAKDOWN, INTERRUPTION OR DEGRADATION IN A SERVICE OR IN THE NETWORK OR ANY OTHER NETWORK OR CONNECTION INVOLVED IN THE PROVISION OR USE OF SERVICES WHATEVER THE CAUSE OF SUCH FAILURE, BREAKDOWN, DEGRADATION OR INTERRUPTION AND HOWEVER LONG IT LASTS. NEITHER FIBERNETICS NOR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS OR REPRESENTATIVES MAKES ANY WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY NATURE WHATSOEVER REGARDING ANY SERVICE, PRODUCT EQUIPMENT OR FIBERNETICS FACILITIES PROVIDED BY FIBERNETICS TO THE CUSTOMER, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO: (I) FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY WITH RESPECT TO THE SERVICES; (II) NETWORK TRANSMISSION CAPACITY; (III) THE SECURITY OF ANY TRANSACTION; (IV)



THE FAULT TOLERANCE OF THE SERVICES OR THE SUITABILITY OF SAME FOR HIGH RISK ACTIVITIES; OR (V) THE RELIABILITY OR COMPATIBILITY OF THE FIBERNETICS FACILITIES AND EQUIPMENT OR SOFTWARE OF THIRD PARTIES WHICH MAY BE UTILIZED BY FIBERNETICS IN PROVIDING, OR BY THE CUSTOMER IN USING, THE SERVICES, AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED, ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED. THE CUSTOMER ACKNOWLEDGES THAT IS HAS NOT RELIED UPON ANY REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE MADE BY FIBERNETICS.

15.

Limitation of Liability

15.1.

For the purposes of this Article 15 and Articles 16 and 17 , "Fibernetics" shall include Fibernetics, any affiliated or subsidiary companies of Fibernetics, and the directors, officers, employees, consultants, contractors and agents of all of them.

15.2.

Except with regard to direct damages to real or tangible personal property, or for bodily injury or death proximately caused by Fibernetics' negligence, Fibernetics' entire liability to the Customer, the End Users or any third party in connection with the Services(s), the Equipment and Fibernetics Facilities or the provision or non-provision thereof is limited to the Customer's proven direct damages, such amount not to exceed per claim (or in the aggregate during any three (3) month period) the amount paid by the Customer for one month of the affected Service (s)) (such amount to be based on average monthly charges paid by the Customer over the six (6) months prior to the month in which the damages was incurred or the length of the Agreement, whichever is less).

15.3.

Without limiting the generality of the foregoing, Fibernetics shall not be liable for:

- a. defamation or copyright or trademark infringement or the violation of any third party rights arising from the use of the Services or material transmitted or received over Fibernetics' network;
- b. infringement of patents arising from combining or using Customer or End User equipment with the Services or Fibernetics Facilities;
- c. any act or omission of any connecting carrier, underlying carrier, local exchange telephone company, local access provider, or acts or omissions of any other providers of connections, facilities (including equipment), or service other than Fibernetics', which are used by Fibernetics, the Customer or the End Users under this Agreement;
- d. delays with respect to the installation of Services or the transfer of existing Services;
- e. capacity shortages not directly caused by Fibernetics;
- f. any unauthorized use of the Services;
- g. Service interruptions, errors, delays or defects in transmission or failure to transmit caused by power fluctuations or power failure at the Customer's or the End Users' location(s);



- h. Service interruptions, errors, delays or defects in transmission or failure to transmit caused by Fibernetics in the performance of system or emergency maintenance under Section 5.2 hereof; or
- i. Service interruptions, errors, delays or defects in transmission or failure to transmit caused by an act of God, fortuitous event, war, insurrection, riot, strike, walkout, lockout or other labour unrest affecting Fibernetics or its suppliers, storm, fire, flood, explosion, lightning, government restraint, delays in producing supplies, shortages of suitable labour, equipment or materials, power shortages or interruptions or any other event beyond the reasonable control of Fibernetics.

15.4.

UNDER NO CIRCUMSTANCES SHALL FIBERNETICS BE LIABLE FOR ANY LOSS, COST, CLAIM OR DAMAGE (INCLUDING, BUT NOT LIMITED TO, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, LOST SAVINGS, LOST PROFITS, DAMAGES FOR HARM TO BUSINESS, ANTICIPATED REVENUE OR LOST REVENUE OR THE LOSS OF ANY DATA/INFORMATION) SUFFERED OR INCURRED BY THE CUSTOMER OR ANY THIRD PARTY (INCLUDING, BUT NOT LIMITED TO THE END USERS) AND ARISING OUT OF ANY FAULTS, INTERRUPTIONS OR DELAYS IN THE SERVICES OR OUT OF ANY INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION CONTAINED IN THE SERVICES WHETHER OR NOT FIBERNETICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.5

Fibernetics will not be liable for any damages arising out of or relating to: facilities, equipment, software, applications, services or content provided by the Customer, the End Users or third parties; unauthorized access to or theft, alteration, loss or destruction of the Customer's, the End User's or third parties' applications, content, data, programs, information, network or systems by any means (including without limitation viruses); or any act, omission or failure of the Customer.

15.6.

In no event shall Fibernetics be liable for the use of the Services by the Customer, the End Users or any third party for unlawful or illegal purposes.

15.7.

These limitations of liability shall apply regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind, whether active or passive, or any combination thereof, and shall survive failure of an exclusive remedy.

16.

Liability of the Customer

16.1.

For the purposes of this Article and Articles 16, 17 [?] and 18, "Customer" shall include the Customer and any affiliated or subsidiary companies of the Customer, and the directors, officers, employees, consultants, contractors and agents of all of them.

16.2.

The Customer shall be liable to Fibernetics for all damages caused to real or tangible personal property, or for bodily injury or death caused by the Customer or an End User.



16.3.

UNDER NO CIRCUMSTANCES SHALL THE CUSTOMER BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES, INCLUDING DAMAGES FOR HARM TO BUSINESS, LOST PROFITS, LOST SAVINGS OR LOST REVENUES, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF SUCH DAMAGES.

17.

Indemnity

17.1.

The Customer shall defend, indemnify and hold harmless Fibernetics from and against all damages, liabilities, obligations, losses, injuries, claims, demands, penalties, costs and expenses (including reasonable legal fees and disbursements) arising from any and all claims by any person, including without limitation any End User, based on: the content of any transmissions by the Customer or any End User using the Services; the use of the Service by the Customer or any End User, including without limitation, in contravention of the restrictions outlined in Article 4; the Customer's or a End User's facilities or connections provided by the Customer or a End User; or the breach by the Customer or any End User of any term, condition or warranty of the Agreement.

18.

Confidentiality of information & Privacy

18.1.

Unless the Customer provides express consent or disclosure is required pursuant to a legal power, all information kept by Fibernetics regarding the Customer, other than the Customer's name, address, and listed telephone number, is confidential and may not be disclosed by Fibernetics to anyone other than

- a. the Customer;
- b. a person who, in the reasonable judgment of Fibernetics, is seeking the information as an agent of the Customer;
- c. another telephone company, provided the information is required for the efficient and cost-effective provision of telecommunication service and disclosure is made on a confidential basis with the information to be used only for that purpose;
- d. a company involved in supplying the Customer with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose;
- e. an agent retained by Fibernetics to evaluate Customer's creditworthiness, to assist in the collection of the Customer's account, or to perform other administrative functions, provided the information is required for and is to be used only for that purpose;
- f. a law enforcement agency whenever Fibernetics has reasonable grounds to believe that the Customer has supplied false or misleading information or is otherwise involved in unlawful activities;



- g. a public authority or agent of a public authority, for emergency public alerting purposes, if a public authority has determined that there is an imminent or unfolding danger that threatens the life, health or security of an individual and that the danger could be avoided or minimized by disclosure of information; or
- h. an affiliate, agent or contractor of Fibernetics involved in supplying the Customer with telecommunications and/or broadcasting services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose.

18.2.

For further information about how a Customer's personal information is treated, please see the Fibernetics Privacy Policy at www.worldline.ca/terms.php#privacy

18.3.

For certain Services that are provided in conjunction with a specified branding partner, Fibernetics may share information with the branding partner in order to offer customers products and services that they may find attractive. In the Service Schedule, Customer shall be informed about the branding partner and Customer's consent shall be sought for the collection, use, and disclosure of Customer's personal information by and between Fibernetics and the branding partner (and their respective affiliates, agents and contractors) for the following purposes:

- to provide a positive Customer experience, and deliver, bill for, and collect payment for products and services;
- to understand Customer requirements and preferences and make information available regarding products and services offered by Fibernetics, the branding partner and their affiliates, agents and contractors;

19.

General

19.1.

Force Majeure. Fibernetics will not be liable to the Customer by reason of any failure in performance under this Agreement (other than a failure to pay money) if such failure arises out of causes beyond the reasonable control of Fibernetics, provided Fibernetics makes reasonable efforts to limit or remedy such effect. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of civil or military authority, fires, strikes, unavailability of energy source, delay in transportation, riots or war.

19.2.

Notice. Any communication required to be given under this Agreement must be given in writing and either delivered personally, or sent by prepaid registered post, overnight and/or express courier, or facsimile or other electronic communication to the person at the relevant address detailed as follows: Fibernetics Corporation

605 Boxwood Drive

Cambridge, ON

N3E 1A5

Fax No.: 519-772-5014

Email: info@fibernetics.ca



The Customer: as set out in the applicable Schedule or to such other person or address as notified in writing by a party from time to time. Any notice or other communication is deemed to be received:

- a. if delivered personally or by overnight and/or express courier, on delivery;
- b. if sent by prepaid registered post, five (5) business days after the date of posting unless actually received earlier;
- c. by facsimile or electronic communication, the day following transmission.

19.3.

Governing Law. This Agreement shall be governed by the laws of Ontario and the laws of Canada applicable therein, without reference to its principles of conflict of laws, and the parties shall attorn to the jurisdiction of the Courts of Ontario for all matters arising under this Agreement.

19.4.

Entire Agreement. This Agreement together with all schedules attached hereto from time to time contains the entire contractual arrangements between the parties with respect to the subject matter of this Agreement and supersedes all other communications, negotiations, correspondence, arrangements, understandings, or representations, oral or written, between the parties relating to same.

19.5.

Severability. Any provision of this Agreement that is unenforceable at law will be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Agreement. It is the intention of the parties that any provision found to be illegal or unenforceable should not be terminated but should be amended to the extent necessary to render it valid and enforceable.

19.6.

Relationship of Parties. The relationship between Fibernetics and the Customer is that of independent contractors. Neither this Agreement nor the provision of Services by Fibernetics creates, nor shall be deemed to create, an agency, partnership, joint understanding or joint venture between Fibernetics and the Customer. The Customer does not have, and will not hold itself out as having, any authority to act for or create any obligation of, or make any representation on behalf of or in the name of, Fibernetics. No agents or employees of the Customer shall be deemed to be agents or employees of Fibernetics.

19.7.

Waiver. No failure by Fibernetics to exercise any right under this Agreement or to insist upon full compliance by the Customer with its obligations under this Agreement will constitute a waiver of any provision of this Agreement.

19.8.

Assignment. Customer may not assign this Agreement without the prior written consent of Fibernetics. This Agreement will be binding upon, and will enure to the benefit of, the parties and their respective successors and permitted assigns.

19.9.

Order of Preference. In the event of conflict between this Agreement and any other Schedule attached hereto by reference, the terms and conditions of the applicable Schedule will prevail to the extent of the conflict.

19.10.



This Agreement has been drawn up in the English language at the express request of the parties.

20.

Modifications

The terms of this Agreement, including fees, charges, features, content or any other aspects of a Service, may change at any time and without prior notice. The Customer is responsible for frequently reviewing this Agreement posted on Fibernetics' web site to obtain timely notice of any such changes.

21.

Contacts and Questions?

If you have any questions about this Agreement, please e-mail Fibernetics at legalofficer@fibernetics.ca

[Go Top](#)

Acceptable Use Policy

When using Fibernetics' Internet access services, PBX systems, Freephoneline services, hosting services, internetworking services, or any other message or communication services that may be available to the Customer on or through Fibernetics' Internet systems (collectively, the "Services"), the Customer is prohibited from engaging in certain activities which include, but are not limited to, those described in this Acceptable Use Policy.

For the purposes of this Acceptable Use Policy, "Fibernetics" means Fibernetics Corporation and its affiliates and subsidiaries. A "Customer" is an individual or organization that has a service agreement or contract with Fibernetics for use of the Services, or otherwise uses the Services.

1. Consequences of Breach of this Acceptable Use Policy

If the Customer engages in any of the prohibited activities described below it may, at the sole discretion of Fibernetics and without notice to the Customer, result in the immediate (1) restriction, suspension or termination of the Customer's use of the Services without compensation to the Customer, (2) blocking or filtering of the Customer's content, data or materials, (3) application of complaint processing fees, disconnection fees and additional service charges to the Customer's account, (4) deletion of the Customer's content, data or materials from Fibernetics' servers, or (5) involvement of law enforcement agencies. Such activities may also result in civil or criminal liability. The foregoing applies notwithstanding any language or term to the contrary contained in any agreement that the Customer may have with Fibernetics.

The Customer is responsible for use of the Services by any third party who directly or indirectly utilizes the Services provided by Fibernetics to the Customer, whether or not such use has been authorized by the Customer.



2. Disclaimer and Assumption of Risk

Notwithstanding this Acceptable Use Policy, the Customer makes use of the Services at its own risk. These risks include, among other things, credit card theft, identity theft, fraud, solicitation, stalking, invasion of privacy, unwanted receipt of offensive or obscene material, trespass to chattels or denial of service attacks. Fibernetics expressly disclaims any obligation to monitor its Customers and other users with respect to violations of this Acceptable Use Policy. Fibernetics accepts no responsibility, whether in contract, tort or otherwise for any damage sustained by the Customer or any users in using the Services.

3. Cooperation with Other Providers and Law Enforcement Authorities

Fibernetics may cooperate with other on-line service providers to discourage and resist abuses of acceptable use policies. Fibernetics reserves the right to report illegal activities to governmental authorities and to assist them in any prosecution.

4. Criminal Offences

While using the Services, the Customer is prohibited from posting, uploading, reproducing, distributing or otherwise transmitting information or materials where such activity constitutes a criminal offence or from otherwise engaging in or assisting others to engage in any criminal offence including, but not limited to, those offences listed below:

- Communicating hatred
- Pyramid selling
- Unauthorized use of a computer
- Mischief in relation to data
- Fraud
- Defamatory libel
- Obscenity
- Child pornography
- Harassment/stalking
- Uttering threats

5. Civil Offences and Violations of the Rights of Others

While using the Services, the Customer is prohibited from posting, uploading, reproducing, distributing or otherwise transmitting information or materials where such activity gives rise to civil liability or from otherwise violating the rights or assisting others to violate the rights of Fibernetics or any third party, including, but not limited to, the violations listed below:

- Copyright infringement
- Trade-mark infringement
- Patent infringement
- Misappropriation of trade secrets
- Defamation

6. Other Prohibited Activities



While using the Services, the Customer is prohibited from engaging in or assisting others to engage in any activity that: (1) violates applicable policies, rules or guidelines of Fibernetics or other on-line service providers, (2) disrupts or threatens the integrity, operation or security of any Service or any computer or Internet system, (3) elicits complaints from other Internet users or Internet service providers, (4) is contrary to any law or regulation, or (5) is otherwise objectionable. Examples of such prohibited activity include, but are not limited to:

- Scanning or probing another computer system
- Obstructing or bypassing computer identification or security procedures
- Engaging in unauthorized computer or network trespass
- Maintaining a relay service open to the general public
- Engaging in denial of service attacks
- Posting, uploading, reproducing, distributing or otherwise transmitting any data, information or software that constitutes a virus, trojan horse, worm or other harmful or disruptive component
- Exporting equipment, software, or data outside of Canada or the U.S. in contravention of applicable export control legislation
- Falsifying address information, modifying message headers to conceal the Customer's identity or impersonating others, for the purpose of circumventing this Acceptable Use Policy
- Posting, uploading, reproducing, distributing, otherwise transmitting, or collecting responses from unauthorized or unsolicited duplicative e-mail messages, junk or bulk e-mail messages, chain letters, newsgroup postings or other "spam"
- Engaging in any conduct that directly or indirectly encourages, facilitates, promotes, relies upon or permits the foregoing prohibited activities including, without limitation, failing to implement reasonable technical or administrative measures to prevent spam, viruses and worms

7. Indemnification

The Customer will indemnify and hold harmless Fibernetics from all demands, claims, proceedings, awards, action, damages, losses, costs, charges and expenses, including legal fees, incurred by or made against Fibernetics, which result from or relate to violation by the Customer of this Acceptable Use Policy. The Customer shall give Fibernetics prompt notice of any such demand, claim or proceeding that the customer is aware of.

8. Modifications

The terms of this Acceptable Use Policy may change at any time and without prior notice. The Customer is responsible for frequently reviewing this Acceptable Use Policy posted on Fibernetics' web site to obtain timely notice of any such changes.

9. Contacts and Questions?

If you have any questions about this Acceptable Use Policy or to report any Internet abuses, please e-mail Fibernetics at customerservice@fibernetics.ca.

[Go Top](#)



Privacy Policy

For the purposes of this Privacy Policy, "Fibernetics" means Fibernetics Corporation and its affiliates and subsidiaries.

Purpose

Fibernetics recognizes that its customers value the privacy of their personal information. This Policy is intended to provide information to our customers when making decisions to provide personal information to us.

Personal Information and Our Commitment

Personal information is information about an identifiable individual that may include your name, email address, mailing address, phone number, financial information and birthday. Fibernetics fully supports and follows the federal government's Personal Information Protection and Electronic Documents Act, and any substantially similar provincial legislation, which governs commercial organizations dealing with personal information. Fibernetics is pleased to provide information about its practices in respect of personal information consistent with the Ten Principles of Privacy Protection upon which the federal legislation is based.

Principle 1 - Accountability

Fibernetics will be responsible for personal information under its control including personal information that has been transferred to a third party for processing.

Fibernetics has designated a Privacy Officer who is accountable for Fibernetics' compliance with the Policy's principles. The Privacy Officer may be contacted at: privacyofficer@fibernetics.ca

Principle 2 - Identifying Purposes

Fibernetics collects personal information for one or more of the following purposes:

- to provide service(s) and/or products to customers;
- to provide a positive customer experience, to communicate with customers and manage customer accounts (which will include, but not be limited to: billing, collection, advertising, promotion, account verification and which may be facilitated through a Fibernetics affiliated company);
- to evaluate customers' financial status and eligibility for credit;
- to identify customer needs and/or preferences;
- to meet legal and regulatory requirements;
- to administer and manage its business operations; and
- as otherwise required or permitted by law

Fibernetics will identify the purposes for which personal information is collected at the time the information is collected. Some Fibernetics products may be co-branded and offered together with or via a partner company. If you register for or use such products, you consent to both Fibernetics and the partner company's collection, use and disclosure of personal information collected in connection with the co-branded product.



Fibernetics may also share personal information with other Fibernetics affiliated companies or their agents or authorized dealers in order to offer you products or services that you may find attractive and also to provide ancillary or back-end services (such as network services, billing and collection) that will complete the service offering to the customer.

Principle 3 - Consent

Fibernetics will obtain your consent for the collection, use or disclosure of your personal information, except in certain circumstances, as permitted by the law. The form of consent may vary and may include, but is not limited to, oral consent when collected over the telephone or online consent via check-off boxes at the time of registration or when an individual uses a product or service. To make the consent meaningful, the purposes will be stated in such a manner that the individual can reasonably understand how the information will be used or disclosed.

In certain circumstances, personal information may be collected, used, or disclosed without consent of the individual. For example, where collection of personal information is clearly in the interests of the individual and consent cannot be obtained in a timely way; where personal information is used in the case of an emergency that threatens the life, health or security of an individual; where the collection of personal information with that person's knowledge or consent might compromise the availability or accuracy of the information and the collection relates to the investigation of a breach of an agreement or contravention of law; and where personal information is disclosed for debt collection purposes or to comply with a subpoena, warrant or court order.

You may withdraw your consent at any time, subject to legal or contractual restrictions and reasonable notice. Please contact privacyofficer@fibernetics.ca for information on how you may withdraw your consent.

Principle 4 - Limiting Collection

Fibernetics will limit the collection of your personal information to that which is necessary for the purposes identified by Fibernetics at the time we ask you for your information and as identified in this Privacy Policy. Fibernetics will collect personal information by fair and lawful means.

The Site uses a feature of the Internet web browsers called a cookie, which is a file that is sent to your browser from the Site's computers and stored on your computer's hard drive. A cookie assigns a unique identification code to your computer in order to collect anonymous information. On this Site, cookies are used to help us track visitors, conduct research and improve our content and services.

Fibernetics cookies do not collect personal information. Fibernetics only collects personal information if you knowingly and willingly provide such information.

You may set your Internet web browser to notify you when you receive a cookie or to prevent cookies from being sent. If you prevent a cookie from being sent, you may limit the functionality of the Site.



Principle 5 - Limiting Use, Disclosure and Retention

Fibernetics will not use or disclose your personal information for purposes other than which it was collected, except in cases such as those that fall under the circumstances described above where consent may be inappropriate. Personal information will be retained only as long as necessary for the fulfillment of those purposes or as otherwise required or permitted by law.

Principle 6- Accuracy

Fibernetics will take steps to help ensure that your personal information will remain as accurate, complete and up-to-date as is reasonably necessary for the intended purposes.

The extent to which personal information will be updated will depend upon the use of the information, taking into account the interests of the individual. Information will be sufficiently accurate, complete and up-to-date to minimize the possibility that inappropriate information may be used to make a decision about the individual.

Principle 7- Safeguards

Fibernetics shall protect your personal information with security safeguards reasonably appropriate to the sensitivity of the information in order to protect against loss or theft, unauthorized access, disclosure, copying, use or modification. These safeguards are physical (for example, locked filing cabinets and restricted access to offices); organizational (for example, security clearances and limiting access on a "need to know" basis); and technological (for example, passwords).

Fibernetics makes their employees aware of the importance of maintaining confidentiality of personal information. Fibernetics employees are governed by non-disclosure obligations. These obligations prohibit disclosure or use of any confidential or personal information except in accordance with this Privacy Policy.

Principle 8- Openness

Through this publicly available document, Fibernetics has made readily available specific information about its privacy policies and practices and about the type of personal information Fibernetics collects. Please feel free to download or print this Policy from www.worldline.ca/terms.

Principle 9- Individual Access

Upon written request, Fibernetics will inform you of the existence, use and disclosure of your personal information and provide access to that information. You will be able to challenge the accuracy and completeness of the information and have it amended as appropriate. For your protection, the federal legislation requires that any request for access or request to amend personal information be made in writing.

In certain circumstances, Fibernetics may not be able to provide you access to your personal information. Where permitted, the reasons for denying access will be provided to you. Exceptions to the grant of an access request may include: information that contains references to other individuals or contains confidential information, where such information cannot be severed from the record; information protected by solicitor-client privilege; information properly collected without the knowledge or consent of the individual for purposes related to investigating



a breach of an agreement or a contravention of law; information generated in the course of a formal dispute resolution process; and as required or permitted by law.

Principle 10- Challenging Compliance

Please contact the Fibernetics Privacy Officer at privacyofficer@fibernetics.ca for information on how you may address concerns, questions or a complaint about our compliance with the above principles. The person or persons accountable for compliance with this Privacy Policy may seek external advice where appropriate before providing a final response to individual complaints. Fibernetics shall investigate all complaints.

Effective Date

This Privacy Policy may be modified from time to time without notice. This policy was last updated on June 1, 2010.