

Telecommunications Services Agreement

Terms and Conditions

1. ACCEPTANCE OF THIS AGREEMENT

1.1 **Entire Agreement.** This agreement for telecommunications services (referred to as the "Agreement") comprises the "Summary of Services" section and the "Terms and Conditions" outlined herein.

1.2 **Acceptance.** By placing a service order, you acknowledge and accept to be bound by this Agreement, now and in the future. Unless otherwise specified by applicable laws, your acceptance of this Agreement is considered to have taken place on the day you place your service order. Should you not accept this Agreement, you cannot and should not use the services.

2. TERM

2.1 **Term.** The services offered under this Agreement are provided to you on a month-to-month, ongoing basis, and therefore this Agreement is of an indefinite term. Your services will commence on the date you accept this Agreement.

3. BILLING AND PAYMENT

3.1 **Billing.** Netcrawler will invoice your services in advance on a monthly basis. Upon sign up, by providing your preferred payment method, you hereby authorize us to apply scheduled monthly charges to your account. We reserve the right to bill any alternative card on record. It is mandatory that customers maintain a valid credit card registered under their account at all times.

3.2 **First Month's Payment.** The first monthly payment will be debited from your account at the time of purchase of your plan using the credit card provided.

3.3 **Second Month's Payment.** Depending on the billing cycle applicable to you, the second monthly payment will be charged between 20 and 35 days following the activation of your services or receipt date of the Netcrawler Equipment. Following the second payment, all subsequent monthly payments will be charged on a monthly basis.

3.4 **Additional Fees.** You may be charged additional fees to offset administrative, activation, processing, or service fees associated with your account, such as those pertaining to the suspension, disconnection, or reactivation of services following non-payment. These fees have been outlined in the Appendix A: Summary Table of Fees and Restrictions.

3.4.1 Preventable Appointment with a Technician. In the event that a service interruption occurs, and it is not caused by your actions, such as due to faulty Netcrawler equipment or other extraneous circumstances, Netcrawler will cover the expenses associated with dispatching a technician to your premises to resolve the issue. However, if the technician determines that the service interruption is fully or partially caused by your actions, such as improper troubleshooting, damage, tampering, use of personal equipment or erroneous wiring configurations within your premise, we reserve the right to charge you a fee for the technician's visit, as detailed in Appendix A: The Summary Table of Fees and Restrictions.

3.5 Late or Default in Payment. If we have not received your payment within 10 days from the date of the invoice, we will charge a \$5 late fee. Moreover, if the account remains unpaid for 21 days, we hold the right to discontinue your access to our services as outlined in Section 13.6, at our sole discretion.

3.6 Payment Guarantee for Netcrawler Equipment. In order to access Netcrawler services, it is mandatory to provide valid credit card details via the website. The website is the only platform through which subscriptions can be ordered. It is required to keep at least one valid credit card associated with the account at all times to ensure payment in case of non-return of Netcrawler Equipment as specified in Section 5.4.

4. CIRCUMSTANCES THAT MAY IMPACT SERVICES

4.1 Warranty Limitations. We cannot guarantee that the services we provide will never be interrupted, unavailable, inaccessible, slowed down, unstable or limited. Section 4.2 outlines certain operational issues beyond our control, for which we cannot be held liable, including indirect, special, punitive damages, and loss of income or profits that you may incur.

4.2 Interruption or Temporary Slowdown of Services. The following situations are beyond our control and may result in the interruption or temporary slowdown of services:

4.2.1 Our network or the network of a Netcrawler service provider partner may have limitations that are beyond our control, which may result in delays or other limitations in the transmission of data and files.

4.2.2 We are not responsible for any failure of equipment or facilities owned by third parties that affect our network or the network of a Netcrawler service provider partner, including power outages.

4.2.3 We cannot be held liable for any misconduct or fault of a third party that affects our network or the network of a Netcrawler service provider partner.

4.2.4 We are not responsible for the time required for the transfer of connection from our network to the network of a Netcrawler service provider partner.

4.2.5 We may be required to interrupt your services due to an order by law enforcement agencies. In such a case, a fee may be applicable to restore services.

4.2.6 Service interruptions or slowdowns may occur due to maintenance work required to maintain and improve the performance of our network or the network of a Netcrawler service provider partner, including modifications, updates, relocation, or repairing of equipment.

4.2.7 To prevent internet network congestion, we may temporarily slow down your upload speed depending on your type of internet access when your Netcrawler modem sends a significant amount of data. Your speed will be restored as soon as the risk of congestion is alleviated.

4.3 Credit for Interruption or Unavailability of a Service. Netcrawler reserves the right to decide your eligibility to receive credits for service interruptions or the unavailability of services on a case-by-case basis.

4.4 Credit Calculation. In the event where Netcrawler determines that you are eligible for a credit due to a service interruption, the only compensation to which you might be entitled is a reimbursement proportional to the amount you paid for the services for the duration of the interruption.

4.5 Delayed Activation. We cannot guarantee the exact day of activation of the services. In case of any delay, you are required to contact Netcrawler's customer support team. Under the Agreement, no credit can be given for a delay in the activation of your services.

5. EQUIPMENT

5.1 Authorized Netcrawler Equipment. Only equipment that has been approved by Netcrawler may be used on the network. This equipment, known as "Netcrawler Equipment," may only be leased and is not available for purchase.

5.2 Warranty for Leased Equipment. Netcrawler is responsible for the maintenance, repair, or replacement of leased Netcrawler Equipment due to normal wear and tear. We will replace such equipment with either new or refurbished equipment that has comparable functionality.

5.3 Lease Period. The lease period for leased Netcrawler Equipment begins on the date you receive it and ends on the date the Agreement is terminated, or when you return the leased Netcrawler Equipment to Netcrawler. The leased Netcrawler Equipment must be returned to us within seven days after the end of the lease period. If you fail to return the leased Netcrawler Equipment, an invoice will be issued to you for the cost of the equipment. If the equipment is still not returned by the 21st day following service cancellation, the non-return fee will be automatically charged to the payment method associated with your account.

5.4 Reimbursement. You are responsible for reimbursing Netcrawler for any leased Netcrawler Equipment that is not returned within the expected time frame, lost, stolen, damaged, inaccessible, or broken, except in the case of force majeure. The value of the equipment is as outlined below and excludes any applicable sales taxes.

Equipment	Price (service ordered before April 1, 2023)	Price (service ordered on or after April 1, 2023)
Modem	\$169	\$180
Router Wifi 6	\$89	\$100
Router Wifi 5	\$69	\$79
Power Adapter	\$30	\$30
Modem & Router Combo	\$215	\$225
Mesh Router	\$65	\$70
Cable Accessories	\$10	\$10

The list of Netcrawler Equipment provided above is accurate at the time of entering into the Agreement. However, Netcrawler reserves the right to modify the list on their website, by adding or removing equipment as they see fit. When leasing the equipment, all accompanying accessories, such as ethernet cables and coax cables, must also be returned within the specified timeframe.

If the equipment is not returned or returned in a damaged or unusable condition, you will be responsible for paying the full cost of the equipment. In the case of late returns, a non-refundable fee, as detailed in Appendix A: The Summary Table of Fees and Restrictions, will be charged.

5.5 Damage Caused by Unauthorized Equipment. You are responsible for any damages you may cause to Netcrawler or any Netcrawler service provider partner due to the use of unauthorized equipment.

6. RESPONSIBILITIES RELATED TO EQUIPMENT

6.1 Equipment Responsibility. You are solely responsible for any risks associated with the use of unauthorized equipment and Netcrawler Equipment, even when used by someone other than yourself, including the costs and damages incurred. Unless in cases of force majeure, you will be liable for lost, stolen, broken, destroyed, or damaged Netcrawler Equipment, beyond normal wear and tear, as per Section 4.4. You have seven (7) days to notify us of any missing device or accessory after activating the services.

6.2 Minimum Configurations. To avoid any security vulnerabilities that may affect the Netcrawler network or network of a Netcrawler service provider partner, you must comply with the equipment's minimum configurations, including all minimum software and program configurations. It is your responsibility to update your internet search browser when an update is offered.

6.3 Return of Netcrawler Equipment. You must return the Netcrawler Equipment to us within 7 days of service cancellation. Failure to return the Netcrawler Equipment will result in reimbursement to Netcrawler as specified in Section 5.4.

6.4 Use of Equipment. You must comply with the following equipment usage requirements:

6.4.1 As a user, you agree to protect and secure the Netcrawler Equipment and use it with care, caution, and diligence.

6.4.2 You must not modify or alter any equipment or software connected to our network or the network of a Netcrawler service provider partner, including the configuration, without prior consent.

6.4.3 You must not give or otherwise transfer the Netcrawler Equipment to any third party without our permission.

6.4.4 You agree to comply with all applicable regulations and other Netcrawler policies or requirements while using the Netcrawler Equipment.

6.4.5 You must not use the Netcrawler Equipment or allow it to be used illegally or improperly, such as, but not limited to, unreasonable or disproportionate use, use that jeopardizes the services and/or our network or that of a Netcrawler service provider partner, use that harms us or anyone else.

7. RESPONSIBILITIES RELATED TO DATA PROTECTION

7.1 Data Protection Responsibility. You are responsible for ensuring the security of your data, privacy, internet access, and equipment. This includes implementing appropriate measures such as password protection, installing data protection software, making backup copies of all your data, using data encryption methods, and controlling access to your equipment. Netcrawler cannot guarantee the security of your data, files, privacy, internet access, or equipment. By adhering to the above-mentioned safeguards, you can avoid potential issues such as:

7.1.1 Corruption, interception, loss, or destruction of data through intrusion or other means;

7.1.2 Damages resulting from viewing, downloading, or using content via our services;

7.1.3 Damages resulting from changes in software configuration or computer viruses; and

7.1.4 Loss of programs, data, or other information that was stored or backed up on your equipment.

8. RESPONSIBILITIES RELATED TO THE USE OF SERVICES

8.1 Responsibility of Use. By using our services, you acknowledge and accept all risks associated with it, including those that may arise from the use of the service by someone other than yourself. This includes any costs or damages that may result from such use.

8.2 Personal Use. You must only use our services and content for your personal purposes, and not for any commercial purposes or as part of running a business. You are prohibited from reselling or offering our services to others, with or without consideration. As a result, some features that are typically associated with commercial use may be blocked on Netcrawler Equipment. Passwords should not be shared, and you may not modify, lease, lend, sell, distribute, or create derivative works based on any content accessed through our services.

8.3 Prohibited Uses. You must not use or allow our services to be used illegally or abusively. In the event of such use, Section 13.6 may apply. Examples of prohibited use include but are not limited to:

8.3.1 Using or facilitating the use of our services for an unlawful purpose, for the purpose of a criminal or civil offense, intellectual property infringement, or harassment or in a manner that violates applicable laws, regulations, or internet host policies.

8.3.2 Using our services unreasonably or disproportionately to jeopardize our network or that of a Netcrawler service provider partner. This includes hosting a TOR node, gateway or relay, or any other superimposed computer network. You must not use our services in a way that harms us or any other person or prevents fair and proportionate use of the network by others.

8.3.3 Allowing or facilitating the transmission of unsolicited messages such as spam or phishing.

8.3.4 Downloading, uploading, distributing, transmitting, posting, publishing, broadcasting, receiving, retrieving, storing, or linking or otherwise reproducing, offering, providing access to, or making accessible information, software, records, or other content that:

- i. is confidential or protected by copyright or other intellectual property rights, without prior approval from the owner of such rights; or
- ii. is defamatory, discriminatory, violent or obscene, contains child pornography or hateful propaganda; or
- iii. constitutes an invasion of privacy, falsification, impersonation or any other act of this kind.

8.3.5 using the services for purposes other than for personal or domestic use (for example, by reselling, marketing, transferring, sharing or receiving fees or other benefits in consideration of an internet service);

8.3.6 Attempting to receive any services without paying the applicable fees, modifying or disassembling the Netcrawler Equipment, trying to bypass the Netcrawler network or that of any Netcrawler service provider partner, or causing any disruption to the services or Netcrawler Equipment through restructuring, unplugging, removing, repairing, or any other means.

8.3.7 Adapting, reproducing, translating, modifying, decompiling, disassembling, reverse-engineering, or otherwise disrupting software, applications, or programs used in relation to our services (which are owned or licensed by Netcrawler) for any other purpose, including testing or research. You may not modify, alter, or mask trademarks or other intellectual property that you have access to through our services, or use any compensation or intellectual property other than for the express purposes for which you have access to that intellectual property as part of our services.

8.3.8 displaying or transmitting any information or software that contains a virus, cancelbot, trojan horse, worm or other destructive or disruptive component, or act in a way that compromises the security of your internet host in any way, including analyzing or penetrating a host's security mechanisms; and

8.3.9 Engaging in any behavior that constitutes harassment or abuse toward our employees, suppliers, agents, or representatives, regardless of the form, whether through comments or actions.

8.4 Monitoring Usage. We reserve the right to monitor your use of our services and network or use of the network of our service provider partners. This may include investigating matters such as bandwidth consumption and its impact on the operation and efficiency of the overall network and services.

9. RESPONSIBILITY TO PROVIDE ACCESS TO YOUR RESIDENCE

9.1 Access to Your Residence: By agreeing to our services, you also agree to grant us access to your residence or any other place where services are or will be provided, for the following purposes:

9.1.1 to install, inspect, repair or maintain any equipment connected to our network or that of a Netcrawler service provider partner;

9.1.2 to fix an outage or any other problem affecting the network; and

9.1.3 to ensure that your commitments or obligations are met.

9.2 Permission to Enter. Our representative must obtain your permission before entering your residence, except in cases of emergency or if authorized in writing by a judge to enter without your permission. Upon your request, the representative will show you the ID card issued by us or our service provider partner.

10. RESPONSIBILITIES RELATED TO THIRD-PARTY CLAIMS

10.1 Third-Party Claims. In the event that a person initiates legal action against us or any of our affiliated entities or partners for any reason related to your use of our services, Netcrawler Equipment, infrastructure, telephone numbers, or identification codes, or for any fault, act of misconduct, or breach of your obligations under this agreement, you acknowledge and agree, whether you believe the claim is unfounded or not, that you will be responsible for complying with the following terms:

10.1.1 taking charge of the situation, including any negotiations, and defending our interests as well as those of our affiliated entities and partners;

10.1.2 compensating us and our affiliated entities and partners for any damages incurred and any costs, including legal fees and court expenses; and

10.1.3 permitting us, our affiliated entities and our partners to participate and intervene in a lawsuit, at our expense, and to choose our own legal counsel.

11. CONSEQUENCES OF NON-COMPLIANCE

11.1 Non-compliance. If you fail to comply with any of your obligations as outlined in this Agreement, you may risk facing the following consequences:

11.1.1 We reserve the right to interrupt your services or terminate this Agreement in accordance with the conditions outlined in section 13.6.

11.1.2 If we incur any damages as a result of your actions, you are responsible for compensating us for all damages, including indirect, special, and punitive damages, as well as loss of income or earnings. We are not liable for any damages you may suffer.

11.1.3 We may prohibit you from acting as a representative on behalf of another customer's account.

12. PERSONAL INFORMATION MANAGEMENT

12.1 Personal Information. We may collect, use, and store certain personal information that enables us to provide our services to you. This information may include but is not limited to:

12.1.1 Your name and contact details such as your address, phone number, and email address;

12.1.2 Your credit information;

12.1.3 Your date of birth, gender, and marital status;

12.1.4 Any other details that allow us to identify you in accordance with the terms specified in our privacy policy.

12.2 Sources of Information. We may collect the foregoing information from you or from other individuals and organizations, if you consent to it or if applicable laws allow us to do so. You agree to provide us with accurate and complete information, and to notify us of any changes during the term of your Agreement (e.g., if you move, change your email address, etc.).

12.3 Credit Reporting. At the time of entering into this Agreement, you grant us the authorization to retrieve and disclose your personal and payment information to institutions, credit agencies and other pertinent entities in the event of payment delinquency.

12.4 Use of Information. By using our products and services, you acknowledge that we may collect, use, and retain your personal information for the following purposes and provide us consent to do so:

12.4.1 to establish, develop and maintain a business relationship with you;

12.4.2 to understand your interests, needs, expectations and preferences in order to improve our line of products and services, and to offer you new ones;

12.4.3 to detect and prevent possible fraud or illegal, inadequate or inappropriate use of our products and services;

12.4.4 to invoice you for the products and services you have requested, deliver those products and services, and collect payment thereafter;

12.4.5 to assess whether you represent a financial risk before entering into an agreement with you, and to periodically monitor such risk for the duration of the Agreement;

12.4.6 to engage in commercial or philanthropic prospecting and to share your information with our affiliated entities for the same purpose. At any time, you may request that your personal information be removed from this list by contacting our customer service department; and

12.4.7 to comply with applicable laws and regulations.

We are committed to using your personal information only as permitted by law and retaining it only if necessary or useful for the purposes mentioned above. We will also take measures to maintain the confidentiality and security of your personal information, using appropriate safeguards based on the sensitivity of that information.

12.5 Disclosure of Information. Your personal information is confidential. We must therefore obtain your consent before we share it with anyone. Your consent will be considered given if you provide us with:

12.5.1 written consent;

12.5.2 electronic confirmation over the internet;

12.5.3 verbal confirmation, provided that an audio recording is kept by us or by an independent third party; or

12.5.4 any other type of consent that is supported by reliable documentary evidence, either created by you or another person.

12.6 Exceptions to Consent. There are some situations where we may not require your consent to share your information. If your information is already publicly available or if a court orders us to disclose your information to a third party, or if a law or regulation permits or requires us to share your information with third parties without your consent, we may do so. Notwithstanding the foregoing, we may disclose your information to the following third parties without obtaining your consent:

12.6.1 a person who acts as your agent or who we reasonably believe is your agent based on the circumstances;

12.6.2 our agent whose role is to collect payment of the amounts that you owe to us. In this case, we will only share your information if it is necessary to fulfill this mandate and the agent commits to using your information solely for this purpose;

12.6.3 a provider of telecommunication services or information technology, such as networks, software, storage and data management systems. Your information must be necessary to enable us to provide the services. The provider must commit to using your information solely for this purpose and must commit to keeping it confidential;

12.6.4 a Netcrawler affiliated entity that provides you with telecommunication services. In this case, we will only share your information if it is necessary to provide such services, and the affiliated entity commits to using your information solely for this purpose and keeping it confidential;

12.6.5 an organization or person who has the legal authority to require us to disclose your personal information. Your information must be requested in the course of their duties;

12.6.6 an agency that has a statutory responsibility to prevent, detect or repress crime or violations of the law. Your information must be necessary for the prosecution of an offence and be requested in the course of such organization's duties; and

12.6.7 a public authority or its agent who deems itself to be in an emergency alert situation. Your information must be necessary to avoid or minimize an imminent threat to a person's life, health or safety.

12.7 Partners Located Outside of Canada. We may engage third-party service providers located outside of Canada to offer services to you. In such cases, we ensure that these service providers maintain the confidentiality and security of your personal information in compliance with the *Personal Information Protection and Electronic Documents Act (Canada)* standards. We accomplish this through contractual agreements that obligate them to do so. Nonetheless, if your information is processed or stored outside of Canada, it is subject to foreign laws that may permit disclosure to the authorities of that jurisdiction, even if we have made contractual arrangements with the service provider to protect your information.

13. MANAGING YOUR PLAN AND SERVICES

13.1 Changing your Plan. At any time, you may change your monthly plan by contacting Netcrawler's customer service department. You remain responsible for the amounts owed for the services provided up to the effective date of the change. When changing your plan, you also acknowledge the following:

13.1.1 you will only be able to change your plan for terms offered in plans available at that time, and your old plan may no longer be available or may no longer be offered on the same terms thereafter; and

13.1.2 some discounts or promotions may no longer apply because of the change (e.g., some services or options that were included in your old plan may no longer be available in your new plan).

13.2 Your Right to Terminate this Agreement. You have the right to cancel this Agreement at any time by contacting Netcrawler's customer service department. If you choose to terminate your services, you are responsible for shipping your Netcrawler Equipment back to Netcrawler and for covering any associated return fees, as Netcrawler does not provide on-site equipment drop-offs. The Agreement will not be considered terminated until the equipment has been received and inspected by Netcrawler.

13.3 Prorated Refund. When you cancel your services during a payment cycle, you will receive a prorated refund of the monthly fee paid for such services at the beginning of the payment cycle based on the number of days remaining in such payment cycle excluding installation or any other fees, if applicable. Refunds will be made within 30 days of the return of the Netcrawler Equipment and the cancellation of the Agreement.

13.4 Amendments to the Agreement. At any time, we reserve the right to make amendments to your Agreement, including the price and nature of the services offered. We must inform you of any changes and we will do so by issuing a notice at least 30 days prior to the changes taking effect. This notice will exclusively pertain to the relevant subject matter and should clearly and legibly state:

13.4.1 the information added to your Agreement, or the amended clause with its original version.

13.4.2 the effective date of the amendment; and

13.4.3 any other information that is required by law or regulations.

13.5 Rejection of Amendments to the Agreement. If the amendment increases the scope of your obligations or reduces our obligations, you can opt out of this amendment and terminate your Agreement at no cost. You remain responsible for paying the price of the services provided until the day the Agreement was ended.

13.6 Our Right to Terminate this Agreement. Before we terminate your Agreement, we must notify you in writing at least 5 days in advance. If you fail to comply with any of your obligations under your Agreement (e.g., failure to pay or late payment for more than twenty-one (21) consecutive days), or if we have a reasonable suspicion that your use of the services is not in compliance with the Agreement, our policies or applicable law, your notice period may be shorter; that is, we may suspend or terminate your services by giving you a written notice less than 5 days in advance.

You will not receive prior notice of termination of the Agreement in the following instances:

13.6.1 we need to take immediate action to protect our network or our partners' networks;

13.6.2 the services or Netcrawler Equipment are used in an abusive or fraudulent manner, including the treatment of our customer service representatives;

13.6.3 the services or Netcrawler Equipment are used in a manner that does not comply with applicable legislation or rules imposed by the CRTC;

13.6.4 the services or Netcrawler Equipment is used in an excessive manner that constitutes usage outside of reasonable residential use. Netcrawler reserves the right to interpret what we constitute to be reasonable residential use.

13.7 **Severability.** If any portion of this Agreement is found to be outdated, illegal, or unenforceable, the remaining provisions shall remain in full effect. Our decision to temporarily not enforce a particular provision does not invalidate it, and we may enforce it at a later time.

13.8 **Multiple accounts and/or Suspected Fraud.** We reserve the right to deny activation, suspend services, or revoke credits to any customer who creates multiple accounts. In order to identify fraudulent accounts, we may use customer name, service address, and other personal information.

14. TRANSFER OF THE AGREEMENT

14.1 **Transfer of Agreement.** We reserve the right to transfer or assign part or all of this Agreement (including any accounts payable by you) at any time, without prior notice or your consent. However, you are not authorized to transfer or assign this Agreement, your account, the services provided by us, or the Netcrawler Equipment unless you first obtain our written consent. Any such consent will be subject to certain conditions, including a satisfactory credit check of the proposed transferee or assignee.

Appendix A: Summary Table of Fees and Restrictions

This Agreement does not include any taxes in the prices, fees, or charges listed. If you wish to make any changes to your services that are not covered by this Agreement, you can find information on our website about the applicable fees.

Activation of a new account	\$25 - \$50	3.4
Cable wiring by a Rogers technician	\$45 - \$75	3.4
Shipping additional equipment and return shipping	\$30	3.4
Reactivation of service after non-payment	\$25	3.4
Late payment	\$5	3.4
Preventable appointment with technician	\$75	3.4
Netcrawler equipment not returned	See section 5.4	4.4
Netcrawler equipment returned after 7 days of cancellation	\$25	4.4