

Paging Network of Canada Inc. - General Terms and Conditions

1. **Payment:** During the initial term, the subscriber agrees to pay the charges specified on the front page in advance, together with all applicable taxes, and to pay charges of 1 1/2% per month (19.6% per annum) on any unpaid balances. The subscriber hereby authorizes PageNet to charge the credit or charge card indicated on the reverse side of the agreement for any amounts, which may be owing by the subscriber under this agreement. PageNet may at any time and in its sole discretion revise its charges from time to time and the subscriber agrees to pay PageNet the current charges during any renewal term of this agreement. The subscriber consents to PageNet conducting a credit check on the subscriber, subject to applicable legislation, including as further described in the "Personal Information" section below.

2. **Security Deposit:** PageNet may apply the security deposit against any amounts owing by the subscriber under this agreement. In such an event, the subscriber shall promptly restore the security deposit to the full amount. Upon the expiry of this agreement, PageNet shall pay to the subscriber the entire balance of the security deposit if it exceeds \$10.00. If the balance of the security deposit is \$10.00 or less, PageNet shall retain the whole of such balance as an administrative fee. No interest will be applied on the security deposit, if such a deposit is required.

3. **Equipment:** (a) The subscriber agrees to pay PageNet the replacement value as specified on the front page for any unit lost, stolen or damaged beyond repair and not covered by the Pager Protection Plan. In case of damages not beyond repair, the subscriber will immediately place the unit in good repair, repair work to be undertaken only at locations specified by PageNet. Unless the subscriber gives notice to PageNet to the contrary within five (5) days of receiving equipment, all equipment shall be presumed to have been delivered in good repair. The subscriber shall not use the equipment or services provided in a negligent, abusive or illegal manner. (b) Upon termination of this agreement for any reason, any rented equipment must be returned to PageNet in good working condition and the subscriber agrees that charges (including rent and telephone interconnect charges) shall accrue and be payable until such time as the equipment is returned in good working condition. If the subscriber fails to return the equipment, PageNet may repossess same (all charges to be paid by the subscriber) or, alternatively, PageNet may charge the subscriber for the replacement cost of the equipment. Replacement of any rented devices is subject to an administration fee.

4. **Selector Numbers:** Each device will be assigned one or more telephone or other unique access number(s), which PageNet may change from time to time without assuming any responsibility whatsoever. The subscriber has no proprietary rights to such number(s). The subscriber is solely responsible for any and all costs associated with the notification or publication of such numbers.

5. **Term:** The initial term of this agreement shall be specified on the front side of this form. Upon expiry of the initial term, this agreement shall automatically renew on a month-to-month basis, unless at that time the parties agree to renew for a longer period of time, and so on subsequently. In the event of termination by the subscriber prior to normal expiry, the subscriber shall be liable for 100% of all applicable charges for the unexpired portion of the term.

6. **Alias & Addresses:** The subscriber does not own or have any proprietary rights to any domain name, e-mail, alias address or other addresses assigned by PageNet. PageNet may change the alias or address from time to time without assuming responsibility whatsoever. The subscriber has no proprietary rights to such alias or addresses. The subscriber is solely responsible for any and all costs associated with the notification or publication of such numbers.

7. **Title & Transfers:** The rented equipment is, and shall at all times remain, the property of PageNet, and the subscriber shall have no right, title or interest therein except as expressly set forth herein. The subscriber agrees not to transfer, assign or sublet any of its rights or obligations under this agreement.

8. **Default or Omission:** If the subscriber fails to pay any rent or other amount herein provided within two (2) days after PageNet shall have demanded the performance thereof, or if the subscriber shall have breached this agreement in any material respect, PageNet shall have the right to exercise any one or more of the following remedies: to recover all amounts then due or thereafter accruing under this agreement, together with legal fees and court costs; to take possession of any or all of the rented equipment, wherever it may be situated, without court process or demand or notice, and without incurring any liability to the subscriber for any resulting damages; to terminate all service provided under this agreement; to terminate this agreement as to any or all items of rented equipment; to collect from the subscriber a service charge equal to the highest rate of interest allowed by law; and to pursue any other remedy. If the subscriber issues an NSF check, a \$25.00 charge will be applied on his/her account. The service will be suspended if the subscriber account is overdue by over 45 days. The service will be reinstated only when the due amount is paid. A service activation fee of \$10.00 per unit will then be applicable. The rent and air-time fees will continue to be billed during the service interruption.

9. **Declaration, Responsibility and Indemnity:** PageNet does not guarantee uninterrupted working of the equipment or services and neither PageNet nor any related company supplier of paging services to PageNet (for whom PageNet acts as agent for this purpose) shall be liable to the subscriber or other person(s) for damages resulting from war, strikes, fires, floods, governmental restrictions, power failures, or damage or destruction of any network facilities or servers or similar events beyond the reasonable control of PageNet or any related company; mistakes, omissions, interruptions, delays, errors, defects and / or failures in transmission. Neither PageNet nor any related company supplier of paging services to PageNet (for whom PageNet acts as agent for this purpose) shall be responsible for any loss, damage or expense suffered or incurred by the subscriber or any third party which may be caused, directly or indirectly and whatever the cause may be, by any of the equipment rented under this agreement.

10. **Pager Protection Plan (PPP):** If the subscriber has elected the Pager Protection Plan and the Pager Protection Plan (PPP) is in force at the time of a loss, PageNet will replace the unit with a comparable equipment subject to the following provisions: (a) a replacement device form detailing the circumstances of the loss must be filled out; (b) The deductible must be paid prior to receiving the replacement unit. (c) Non-payment of subscriber account beyond 30 days will invalidate Pager Protection Plan. (d) Any term agreement that exceeds three (3) months has the option of Pager Protection Plan (non-refundable).

(e) PageNet reserves the right at any time, during the contract period and at the end of the contract term, to revoke the Pager Protection Plan and bill the subscriber for the full value of replacing the equipment in the event that the subscriber loses or damages more than 5% of their current inventory. (f) Replacement of more than two (2) times of the same rented equipment shall cancel the Pager Protection Plan. (g) Replacement of any rented devices is subject to an administration fee.

11. **Termination or Suspension of Services:** PageNet may terminate, restrict or suspend Service immediately and without prejudice to its other remedies at law or otherwise and without malice if (a) charges are not paid when due, (b) customer breaches an obligation hereunder, (c) PageNet, in its sole discretion, considers customer an unacceptable credit risk, or (d) PageNet, in its sole discretion, determines that the subscriber's use of the service adversely affects functionality, capacity, quality or availability of the service.

12. **Personal Information.** The subscriber consents to the collection, use and disclosure of personal information (as defined in applicable Canadian privacy laws), including credit, financial and other personal information provided in the Service Agreement or otherwise in respect of the products and services requested (including payment and service usage) as follows:

- (a) PageNet and its agents and representatives (collectively "PageNet") may collect and use personal information from time to time for the purposes of (i) obtaining and using a credit information report or related financial history; (ii) establishing the amount of the required security deposit, if required; (iii) verifying subscriber's current and ongoing creditworthiness and other information provided in connection with the Service Agreement; (iv) opening, administering, servicing and enforcing your account; (v) billing and processing payment; (v) providing the products and services requested; and (vii) communicating with the subscriber for the foregoing purposes.
- (b) For the purposes described above and for providing credit information to potential creditors, PageNet may exchange credit, financial and related personal information from time to time with credit bureaus and reporting agencies and businesses and financial institutions with whom subscriber has had or may have a financial relationship.
- (c) Subscribers' Social Insurance Number or other personal identifiers, if provided, may be used by PageNet for the purpose of matching credit information with the above parties and for security and identity verification purposes when communicating with subscriber.
- (d) PageNet may send additional periodic communications regarding other products and services that may be of interest to the subscriber; however, the subscriber may withdraw consent to using personal information for this purpose by contacting PageNet at 1-800-216-0888 or inquiries@pagenet.ca .
- (e) Personal information may be used by PageNet and disclosed to parties connected with the contemplated or actual financing, insuring, securitization, sale, assignment or other disposal of all or part of PageNet or its business or assets (including subscriber's account) for the purposes of: (i) determining whether to proceed or continue with such transaction or business relationship; (ii) fulfilling any reporting or audit requirements to such parties; and (iii) the use and disclosure of personal information by such parties for substantially the same purposes as described herein.
- (f) PageNet may use agents and service providers to collect, use or process personal information on its behalf, including in jurisdictions outside of Canada, in which case contractual or other means we may use to protect your personal information are subject to legal requirements in those jurisdictions.
- (g) PageNet may otherwise collect, use and disclose personal information for the purposes of meeting legal, regulatory, audit, processing and security purposes (including prevention of fraud and service misuse), and as otherwise described in these Terms and Conditions or as permitted or required by law.

Employees and agents that need access to personal information to fulfil their job requirements will have access to the subscriber's file, which will be accessible at 2001 Sheppard Ave E. Suite 100, Toronto, Ont. M2J 4Z8. The subscriber may request access to or correction of personal information in PageNet's possession by writing to the above address attention: The Privacy Officer.

13. **Confidentiality of Customer Information:** Subject to section 11. ("Personal Information") above, unless the subscriber consents or disclosure is pursuant to a legal power, all information kept by PageNet, other than your name and address, is considered as confidential and may not be released by us to anyone other than: (a) you or your agent; (b) another telecommunications carrier or to the person(s) providing services to a telecommunications carrier, provided the information is to be used for the establishment of, or the efficient and cost effective provision of wireless service and disclosure is made on a confidential basis with the information to used solely for that purpose; (c) at the subscriber's request, to a company providing a directory listing service, provided that disclosure of information other than name, address and listed telephone number is made on a confidential basis with the information to be used solely for that purpose; (d) to a law enforcement agency whenever we have reasonable grounds to believe that the subscriber has knowingly supplied us false or misleading information or are otherwise involved in unlawful activities directed against us.

14. **Acknowledgment:** The subscriber acknowledges and confirms that: Before signing this agreement, (a) he or she received a full copy of the agreement and had all necessary time to review and understand its terms; (b) he or she has read and understood all of the terms of this agreement; and (c) he or she has had the opportunity to request explanation of the nature and meaning of the terms of this agreement.

15. **Applicable Law:** This agreement shall be governed by and construed in accordance with the laws of the province of the address to which bills or statements relating to this agreement are sent.

16. **Entire Contract:** This agreement contains the entire agreement between parties with respect to the subject matter hereof and no modification or amendment to this agreement shall be binding unless agreed in writing.