

EIDNET TERMS AND CONDITIONS OF SERVICE

GENERAL

1. What are the Terms and Conditions of Service?

These terms and conditions of service (“**Service Terms**”) govern your use of any Services, as defined below.

Throughout this document:

- “**EIDNet**” means Eastern Irrigation District operating as EIDNet;
- “**EIDNet Parties**” means EIDNet, its partners, licensors, dealers, representatives, suppliers and agents (and their respective employees, officers, directors, shareholders and representatives);
- “**Equipment**” means any device, equipment or hardware used to access the Services or used in conjunction with the Services;
- “**Fees**” means any of those fees as defined in Section 7 of the Service Terms;
- “**Fixed Term**” means a minimum contract period for a particular Service;
- “**I**”, “**me**”, “**you**”, “**your**” and “**yours**” refer to you but also to persons that you authorize to use the Service or act as your agent with regard to the Service;
- “**Identifiers**” means e-mail addresses, account numbers, personal identification numbers (“**PINs**”), Internet Protocol addresses, personal web page addresses, access codes and any other identifier assigned to you by EIDNet;
- “**Policies**” are defined in Section 11 of the Service Terms;
- “**Service Agreement**” means an agreement setting out the terms for specific Services. Service Agreements are available on the Website at the following URL: <https://www.eidnet.org/policies-and-disclosures/Service-Agreement.pdf>
- “**Services**” mean any services that you subscribe to or receive through EIDNet, including but not limited to various Internet access services. All Equipment and Software (as defined in this section) are considered elements of the Services;
- “**Software**” means any software used to access the Services or used in conjunction with the Services;
- “**us**”, “**we**”, “**our**” or “**ourselves**” means EIDNet; and
- “**Website**” means all content on the www.eidnet.ca domain.

2. What is included as part of my Agreement for Services with EIDNet?

The “**Agreement**” includes the Service Terms, Service Agreements made available on the Website at the following URL: <https://www.eidnet.org/policies-and-disclosures/Terms-of-Service.pdf> for Services to which you subscribe, any EIDNet document describing features, products or services

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and any other document incorporated by reference together with these Service Terms. In the event of an inconsistency between the constituent documents of the Agreement, the inconsistency will be resolved by giving preference first to a Service Agreement, then to the Service Terms, and lastly to any other EIDNet documentation describing features, products or services.

3. How do I accept this Agreement?

By placing an order for Services, using the Services or allowing Services to be installed at your premises, you acknowledge that you have read, understood and agree to the Service Terms. If you do not agree to the Service Terms, you may not use the Services.

4. How long does the Agreement last?

The “**Term**” of your Agreement with EIDNet begins when you accept the Agreement and will continue until the Agreement is terminated. EIDNet may provide Services to you on an ongoing month-to-month basis unless a Fixed Term is set by a Service Agreement. If a Fixed Term expires, Services will continue to be provided to you on a month-to-month basis, unless you cancel the applicable Service in accordance with Section 30.

5. Can EIDNet change the Agreement?

EIDNet can change the Agreement and any aspect of the Services. Before we make any changes to the Agreement, we will give you at least thirty (**30**) days’ written notice by email or letter to the contact information that you have provided to us or by bill insert or by posting the notice on our Website.

If you continue to use the Service after thirty (**30**) days from the effective date indicated in the notice, the new service term will become effective.

The process for the introduction of new Policies and amendments to existing Policies is different. New Policies are effective as of the day they are posted by EIDNet on the Website. Likewise, changes to existing Policies are effective as of the date that they are posted to the Website.

6. What if I do not agree with a change that EIDNet makes to the Agreement?

If you do not agree with a change made by EIDNet, you may cancel the affected Services in accordance with Section 30.

ACCOUNT, BILLING AND PAYMENT

7. How does EIDNet bill me for the Services?

When ordering Services, you may choose to pay on a yearly basis or monthly, in advance. Usage-based charges are billed in arrears. You must pay all applicable recurring and one-time charges, including charges in arrears, (“**Fees**”) and all applicable taxes by the date specified in your EIDNet invoice(s). EIDNet may bill you monthly in arrears for certain Fees. For example, billing in arrears may be necessary for charges that can only be calculated at the end of a billing month (e.g. usage related charges). Service Agreements may also modify the billing terms for certain Services.

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8. How can I pay my bill?

You can pay your bill online through your bank account, in person by cheque or cash, by mailing a cheque to P.O. Box 128, Brooks, AB. T1R 1B2, or with select credit cards (Mastercard or Visa), or preauthorized debit to your bank account. You confirm that you are an authorized user of the credit card or bank account and that it is valid and has not expired or closed. You must promptly advise EIDNet if your credit card or bank account information changes by contacting us by telephone at (403) 362-1400.

9. What charges apply to late payments, rejected payments and other account processing actions?

If EIDNet does not receive payment within fifteen (15) days of the invoice date, you will be subject to a late payment charge of 1.5% per month. This late payment charge accrues on a daily basis and is calculated and compounded monthly on the outstanding amount (19.56% per year) (“**Late Payment Charges**”) from the date of the first bill on which it appears until the date we receive that amount in full.

You agree that we can charge any unpaid and outstanding amount, including any Late Payment Charges and taxes, on your account to your credit card, bank account or any other payment method pre-authorized by you for payment of Fees.

Administrative charges in amounts up to \$50.00 plus applicable taxes may be levied for administration or account processing activities in connection with your account, including as a result of the following:

- collection efforts due to non-payment or having a balance over your credit limit, including unbilled usage and pending charges, fees and adjustments;
- returned or rejected payments due to non-sufficient funds (“NSF”) or any other reason;
- change of any Identifier; and/or
- the restoral of Service

10. What if I dispute Fees on my invoice?

If you have any questions, disputes or discrepancies to report regarding Fees, you must do so within thirty (30) days of the invoice date. Failure to notify us within this time period will constitute your acceptance of such Fees. We will investigate disputes and if, at our sole discretion, we determine that a portion of the Fees was incorrectly charged, then we will reverse the disputed portion of the Fees. You must pay the undisputed portion of the Fees in accordance with Section 8.

YOUR RESPONSIBILITIES

11. Does EIDNet have any policies that apply to the Services and your interactions with EIDNet?

Yes. From time to time, EIDNet may establish policies, rules and limits (collectively “**Policies**”) concerning your relationship with EIDNet and the use of the Services, Equipment and any products, content, applications or services used in conjunction with the Services or Equipment. The Policies

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are incorporated into these Service Terms by reference and will be available on the Website. Policies are published by unambiguous links on the Website. The terms of Section 5 apply to the introduction of new Policies or changes to existing Policies.

12. Are there any limits to my use of the Services?

Yes. You agree to comply with and use the Services for your own business, non-commercial personal, family or household use, in accordance with the Agreement and all applicable laws. You also agree not to:

- a. Resell the Services, receive any charge or benefit for the use of the Services; and
- b. Transfer your Services to another person without our express consent.

For additional certainty, business uses of the Service are limited to your business activities only and do not include the commercial distribution, transfer, resale or sharing of Services.

You must also follow any Policies setting out acceptable use guidelines for the Services and Equipment.

13. How can I be sure that EIDNet has accurate contact information for my account?

You are responsible for keeping the contact and payment information you provide to EIDNet (including name, mailing address, email address, address where the Services will be provided to you), phone number, and any authorized users) up to date. If this Agreement is cancelled, you will provide EIDNet with forwarding information for final invoices or correspondence if your new contact information is different from the information we have on file. Failure to provide a forwarding address may result in the forfeiture of any outstanding credits or deposits on your account.

14. What am I responsible for if my EIDNet account is compromised?

You must notify EIDNet immediately should you suspect unauthorized use of the Services or if Equipment is lost or stolen. You are responsible for payment of all Fees and taxes charged to your account, whether authorized by you or not, which is why it is so important to protect your account and keep account information (including authorized users) up-to-date.

EIDNET SERVICES

15. Are there any warranties on the Services?

To the maximum extent permitted by law, EIDNet Parties do not guarantee or warrant the performance, availability, coverage, uninterrupted use, security, pricing or operation of the Services or any products, content, applications, services, facilities, connections or networks used or provided by us or third parties.

You bear the entire risk as to the use, access, transmission, availability, reliability, timeliness, quality, security and performance of the Services.

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EIDNet Parties do not make any express or implied representations, warranties or conditions, including warranties of title or non-infringement, or implied warranties of merchantable quality or fitness for a particular purpose, with regard to the Services or any products, content, applications, services, facilities, connections or networks used or provided by us or third parties.

All representations, warranties and conditions of any kind, express or implied, are excluded to the maximum extent permitted by applicable law. To the maximum extent permitted by applicable law, no advice or information, whether oral or written, obtained by you from the EIDNet Parties creates any term, condition, representation or warranty not expressly stated in the Agreement.

16. Does this mean that there may be circumstances when the Services are not available?

Unfortunately, yes. Performance and availability of the Service depend on several factors, including access to third-party providers and suppliers that EIDNet does not fully control.

EIDNET EQUIPMENT AND SOFTWARE

17. Are there any limitations with respect to use of Equipment?

Yes. Except for Equipment that you have fully paid for, all Equipment installed or provided by us remains our property and you agree that:

- You will take reasonable care of the Equipment;
- You may not sell, lease, mortgage, transfer, assign or encumber the Equipment;
- You may not relocate the Equipment without our knowledge and permission; and
- Pursuant to our instructions, you may be required to either (1) return certain Equipment to us at your own expense upon termination of the Services to which the Equipment is related; or (2) grant EIDNet access to your premises for the purpose of retrieving certain Equipment, such as fixed wireless equipment, that may require a technician for retrieval.

If Equipment is lost, stolen or damaged or sold, leased, mortgaged, transferred, assigned, encumbered or not returned, you agree to pay us the undiscounted retail value of Equipment, together with any costs incurred by us in seeking possession of such Equipment. You must immediately notify us if Equipment is lost, stolen or destroyed.

18. Do I need to grant EIDNet access to Equipment?

Yes. You agree to authorize us and our representatives to enter or have access to your premises as necessary at mutually agreed upon timeframes to install, maintain, inspect, repair, remove, replace, investigate, protect, modify, upgrade or improve the operation of our services, the Equipment or our facilities or networks. If any of your Services or accounts have been terminated, then you authorize us and our representatives to enter or have access to your premises to disconnect the Services, as applicable.

Although EIDNet will seek your consent whenever feasible, you agree that EIDNet may access, without consent or notice, Equipment located on your property and outside of your residential dwelling or business premises in the following exceptional circumstances: (a) if EIDNet has a court

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order to do so; or (b) if there is an emergency situation, which includes circumstances where Equipment on your property is malfunctioning and impairing or otherwise adversely affecting your Services or the EIDNet network.

19. Do I have any say as to how EIDNet will install Equipment?

EIDNet installs Equipment at your premises in a manner which, in our sole discretion, is most appropriate based on a combination of factors including: Service requirements, structural and environmental considerations and worker safety. You may make a reasonable request for an alternate installation configuration (“**Customer-Requested Installation Configuration**”). However, EIDNet reserves the right, at its sole discretion, to deny any Customer-Requested Installation Configuration. Any Customer-Requested Installation Configuration is also subject to specific limitations of liability described in Section 28.

20. Will the Service ever require changes of Equipment?

Yes. The Equipment, Equipment specifications and the location of Equipment require changes, at our sole discretion, from time to time. Unless otherwise specified by us, you are solely responsible for updating or maintaining your Equipment and software as necessary to meet such requirements, and you may not be entitled to customer support from us if you fail to do so.

21. Are there any limitations to the use of Software?

Yes. Software, including all related documentation accompanying the Software (“**Software Documents**”), is for your own business and non-commercial personal, family or household use and may not be distributed, transferred, resold or shared. All Software and Software Documents remain our property or that of our licensors or content providers, as applicable. You agree to take reasonable steps to protect Software and Software Documents from theft, loss or damage. You must review and agree to any applicable end user licence agreement of EIDNet, our licensors or content providers. Unless otherwise provided in the applicable end user licence agreement, all end user licence agreements will terminate upon termination of the applicable Service Agreement.

PROPRIETARY RIGHTS

22. Is the content that I access through the Services subject to any intellectual property rights?

Yes. You acknowledge that content including, but not limited to, text, software, music, sound, photographs, video, graphics or other material accessed through the Services or the Internet (collectively, the “**Customer Accessed Content**”) is protected by applicable copyrights, trademarks, patents, trade secrets and/or other proprietary rights and laws.

Your license to use Customer Accessed Content, unless otherwise permitted by applicable laws or by a valid licence to use such content for other purposes, is limited to your own business and personal, lawful, non-commercial use.

You further acknowledge that, except where expressly stated otherwise, all Equipment, Software, content, documentation, processes, designs, technologies, materials and all other things comprising

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the Services are owned by EIDNet, its licensors or its suppliers and are protected by applicable copyrights, trade-marks, patents, trade secrets and/or other proprietary rights and laws.

23. Do I have any rights to the content that I provide in connection with the Services?

Yes. EIDNet does not claim ownership of information, materials, software or other content (collectively, the “**Customer Provided Content**”) that you post, upload, input, provide, submit or otherwise transmit to EIDNet or any third party, using the Services. However, you agree that by posting, uploading, inputting, providing, submitting or otherwise transmitting the Customer Provided Content to EIDNet or any third party, using the Services, you have thereby granted EIDNet a royalty-free, non-exclusive license to use, copy, distribute, transmit, display, edit, delete, publish and translate such content to the extent reasonably required by EIDNet to provide the Services to its customers or to ensure adherence to or enforce the terms of this Agreement.

24. Who owns Identifiers used in connection with the Services?

Except where otherwise specified by EIDNet, Identifiers remain the property of EIDNet at all times.

PRIVACY AND CONFIDENTIALITY OF YOUR INFORMATION

25. How does EIDNet protect my personal information?

EIDNet protects your personal information in a manner consistent with applicable privacy legislation and Policies.

26. Does EIDNet perform credit checks or report credit history?

Yes, by entering into the Agreement you agree that EIDNet may perform credit checks on you and obtain information about your credit history from a credit reporting agency or credit grantor to activate or continue Services you ordered, or to assist in collection efforts. EIDNet may also disclose your EIDNet credit history to credit reporting agencies, credit grantors and/or collections agencies.

27. Will EIDNet send me commercial electronic messages?

Yes. By entering into the Agreement, you are providing your consent to receive commercial electronic messages from EIDNet. You may unsubscribe from commercial electronic messages by using the unsubscribe mechanism contained in such messages. You also consent to receive Software downloads from EIDNet to the extent that such downloads are reasonably necessary for the continued operation of Services and related material, Equipment and Software.

LIABILITY AND INDEMNIFICATION

28. How does EIDNet limit its liability?

You agree that, unless otherwise specifically set out in a Service Agreement, to the maximum extent permitted by applicable law, EIDNet Parties’ liability for negligence, breach of contract, tort, or other causes of action, including fundamental breach, is limited to a maximum amount equal to the greater of twenty (\$20) or an amount equal to the Fees payable during any service outage.

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Other than the foregoing payment and to the maximum extent permitted by applicable law, EIDNet Parties are not responsible to anyone for:

- Any direct, indirect, special, consequential, incidental, economic or punitive damages (including loss of profit or revenue, financial loss, loss of business opportunities, loss, destruction or alteration of data, files or software, breach of privacy or security property damage, personal injury, death or any other foreseeable or unforeseeable loss, however caused) resulting or relating directly or indirectly to the Services or any advertisements, promotions or statements relating to any of the foregoing, even if we were negligent or were advised of the possibility of such damages;
 - The performance, availability, reliability, timeliness, quality, coverage, uninterrupted use, security, pricing or operation of the Services;
 - The denial, restriction, blocking, disruption or inaccessibility of any Services, public alerts or special needs services, Equipment or Identifiers;
 - Any damages relating to a Customer-Requested Installation Configuration;
 - Any lost, stolen, damaged or expired Equipment, Identifiers, passwords, codes, benefits, discounts, rebates or credits;
 - Any error, omission or delay in connection with the transfer of Identifiers to or from another telecommunications service provider or any limitation connected thereto;
 - Any acts or omissions of a telecommunications carrier whose facilities are used to establish connections to points that we do not serve; or
 - Any claims or damages resulting directly or indirectly from any claim that the use, intended use or combination of the Services or any material transmitted through the Services infringes the intellectual property, industrial, contractual, privacy or other rights of a third party.

These limits are in addition to any other limits on EIDNet Parties' liability set out elsewhere in the Agreement.

29. Must I indemnify EIDNet Parties with regards to the Agreement?

Yes. You agree to indemnify and hold harmless EIDNet Parties from all demands, claims, proceedings, losses, damages, costs and expenses (including, without limitation, reasonable legal fees and other litigation expenses) incurred by or made against EIDNet Parties, which result from or relate to the Services, your use of the Services or other matters related to this Agreement.

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CANCELLING AND SUSPENDING EIDNET SERVICES

30. When and how can I cancel Services?

You may cancel any or all of your Services and any corresponding Service Agreement at any time by contacting EIDNet at the points of contact specified in these Service Terms.

31. What happens to a Service Agreement if I transfer my Services to another provider?

Upon transfer-out of one or more Services and Identifiers to another provider, the applicable Service Agreements will be automatically cancelled.

32. When can EIDNet cancel or suspend my Services?

EIDNet may cancel any or all of your Services and corresponding Service Agreements upon no less than thirty (30) days' notice to you by email or by mail to your billing address.

EIDNet may also restrict, block, suspend, disconnect or terminate any or all of your Services for cause, without notice, if:

- you are in breach of a Service Agreement, including non-payment of your charges or non-compliance with any Policies;
- you do not maintain Service usage within the prescribed credit limit;
- you exceed reasonable usage limits, as determined by us;
- you have given us false, misleading or outdated information;
- we reasonably suspect or determine that any of your Services, Equipment and / or Identifiers are the subject of fraudulent, unlawful or improper usage or usage that adversely affects our operations or the use of our services, facilities or networks by others;
- you harass, threaten or abuse us or our employees or agents;
- you fraudulently or improperly seek to avoid payment to us;
- we need to install, maintain, inspect, test, repair, remove, replace, investigate, protect, modify, upgrade or improve the operation of the Services, the Equipment or our facilities or networks; or
- we reasonably believe that there is an emergency or extreme circumstance that would warrant such action.

33. What are my obligations if my Service(s) are cancelled or transferred to another provider?

If you or EIDNet cancels one or more of your Services that are subject to a month-to-month Term or if your Services are transferred to another provider, you must pay all outstanding fees (including any installation fees for Services that have been installed but not activated), taxes, and Late Payment Charges on your final invoice for those cancelled Services. One-time activation and installation fees

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are non-refundable. A re-stocking fee may apply to Equipment that you return or Equipment that has been ordered but not shipped. If Equipment that you have purchased has been shipped prior to Service cancellation, the fees for the Equipment are non-refundable. One-time activation and installation fees and restocking/Equipment fees are intended to recover costs and constitute a genuine pre-estimate of liquidated damages in the event that a month-to-month Service is cancelled. Any Equipment that you lease from EIDNet, except for certain Equipment, such as fixed wireless equipment, that may require a EIDNet technician for retrieval, must be returned to 550 Industrial Road West, Brooks, Alberta within ten (10) days of the date that Services are cancelled by you or EIDNet. If Equipment is not returned in accordance with this Section 33, EIDNet shall charge you the undiscounted retail value for the non-returned Equipment.

For month-to-month Services, EIDNet will provide a refund for the cancelled portion of monthly service Fees that you have paid in advance for Services. This refund will be pro-rated based on the number of days left in the last monthly billing cycle after cancellation.

34. How can I restore my Service(s) if they have been restricted, blocked, suspended, disconnected or terminated by EIDNet?

EIDNet may, at its sole discretion, restore your Services, with or without conditions that may include:

- a. Full repayment of outstanding amounts owing to EIDNet;
- b. Compensation for costs incurred by EIDNet in connection with your breach of the Service Terms, including costs incurred to enforce your compliance; or
- c. Changes to your Fees on an ongoing basis

35. What happens to credit balances on my final bill?

We will refund any credit balances on your final bill within 60 days of the date of that bill.

ADDITIONAL TERMS

36. Do I have to meet certain criteria to enter into this Agreement?

Yes. By entering into this Agreement, you represent and warrant that you have reached the age of majority in the province of Alberta, which is **18** years of age, and that you possess the legal right and ability to enter into this Agreement and use the Services in accordance with this Agreement.

37. What is the process that applies to unresolved disputes with EIDNet?

The process for billing disputes is described in Section 10 of the Service Terms. More generally, if you have a dispute about Services, Software, about this Agreement, or about what we say outside this Agreement, then we want to resolve the dispute quickly and fairly, and will work with you in good faith to do so. If you have tried to work with us but remain unsatisfied, then you have a right to escalate the dispute.

If you are a consumer or small business with a monthly bill under \$2500, you may escalate certain types of complaints externally with the Commissioner for Complaints for Telecom-Television

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Service (“CCTS”) (www.ccts-cprst.ca, 1-888-221-1687). The CCTS is the telecommunications consumer agency designated by the Canadian Radio-television and Telecommunications Commission (“CRTC”) to resolve consumer and small business disputes about telecommunications services. The CCTS accepts complaints relating to service delivery, contract disputes, billing, credit management and unauthorized transfers of service.

With the exception of billing disputes, which are resolved exclusively through the process described in Section 10 of these Service Terms, any unresolved dispute may also be referred to voluntary single arbitrator arbitration. In such event, the fees for the arbitrator shall be shared equally by the parties.

38. Which Court has jurisdiction over claims related to the Agreement?

By entering into the Agreement, except where the CRTC, the CCTS or an arbitrator has jurisdiction, you consent to the exclusive personal jurisdiction of and venue in a court located in Medicine Hat, Alberta for any suits or causes of action connected in any way, directly or indirectly, to the subject matter of the Agreement.

39. What if parts of this Agreement become unenforceable?

If any part of this Agreement becomes outdated, prohibited or unenforceable, the remaining terms will continue to apply to you and EIDNet. Even if EIDNet decides not to enforce any part of this Agreement for any period of time, the term still remains valid and EIDNet can enforce it in the future.

40. What laws apply to this Agreement?

The Agreement is governed exclusively by and construed in accordance with the laws of the province or territory in which your billing address is located.

41. Can this Agreement be transferred?

EIDNet may transfer or assign all or part of this Agreement (including any rights in accounts receivable) at any time without prior notice or your consent. You may not transfer or assign this Agreement, your account(s) or the Service without EIDNet’s prior written consent.

42. Do any terms or obligations of this Agreement apply after the cancellation or expiry of the Agreement?

Yes. The cancellation, transfer or expiry of a Service Agreement or the Agreement shall not release you or us from any obligation which has accrued prior to that event including but not limited to the obligation to pay any outstanding amounts owed for Services. Any provision that is intended to survive the termination of the Agreement, including Sections 28, 29 and 30, shall so survive the termination of the Agreement.

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HOW TO CONTACT EIDNET

43. How do I contact EIDNet?

To contact EIDNet for any reason, including providing notices to EIDNet pursuant to this Agreement, you may reach us by using the contact information below.

- By Phone: 403-362-1401
- In person:
 - 550 Industrial Road West
 - Brooks, Alberta
- By email: eidnet@eidnet.org
- By Mail:
 - P.O. Box 128
 - Brooks, AB
 - T1R 1B2

44. How do I contact EIDNet for technical support?

Unless otherwise provided in a Service Agreement, you may contact EIDNet for technical support by dialing 403-362-1401 between 8:00 AM and 5:00 PM from Monday to Friday. You may also leave a message at this number outside of these hours or during a provincial or federal statutory holiday observed in Alberta and an EIDNet agent will contact you as soon as feasible.

MONTHLY DATA USAGE

45. How do I monitor my monthly data usage?

All of EIDNet's Internet service packages include unlimited data.

46. Does EIDNet provide any notifications related to data usage?

Due to the fact that unlimited data is included in all of EIDNet's Internet service packages, we do not provide notifications regarding data usage.