

Dunn Vision Telecom - Terms of Service

The following terms and conditions of service (these “Terms”) govern your use of the Services. Your service agreement (as may be amended), any Dunn Vision Telecom brochure or online material describing the plans, features, services or products you have subscribed to or purchased, any applicable user guides that are currently in effect, and any other materials incorporated by reference (collectively, the “Materials”) together with these Terms constitute our agreement with you (“Service Agreement”). You may have more than one Service Agreement with us. If there is any inconsistency between the Materials and these Terms, these Terms will prevail.

Throughout this document:

- **Commitment Period** means a committed period of time, as indicated on a Service Agreement;
- **Equipment** means any device, equipment or hardware used to access the Services (as defined below) or used in conjunction with the Services;
- **Month-to-Month Services** means any Services that you subscribe to on an ongoing basis, but not with a Commitment Period (as defined below);
- **Pay-Per-Use Services** means any Services that you receive from Dunn Vision Telecom on a per-usage basis (which may be a one-time usage, or usage for a set period of time, such as one day or one week), but not on an ongoing basis;
- **Residents of Newfoundland** means residents of Newfoundland and Labrador who enter into a Service Agreement to which the *Consumer Protection and Business Practices Act* (Newfoundland and Labrador) applies;
- **Residents of Québec** means residents of Québec who enter into a Service Agreement to which the *Consumer Protection Act* (Québec) applies;
- **Service or Services** means the services that you subscribe to or purchase under a Service Agreement or receive from or through Dunn Vision Telecom and its subsidiaries;
- **Term Services** means any Services that you subscribe to for a Commitment Period; and
- **us, we, our and Dunn Vision Telecom** means the Dunn Vision Telecom entity named in this Service Agreement.

Your account information may, from time to time, be disclosed to other members of the Dunn Vision Telecom organization and to our agents and dealers in order to service your account, respond to your questions and telemarket (including by way of automatic dialing and announcing devices) and promote additional products and services offered by members of the Dunn Vision Telecom organization that may

interest you. If you do not wish to receive offers or information from related Dunn Vision Telecom entities, please contact us at the appropriate points of contact specified in these Terms.

By entering into a Service Agreement, you:

- accept all provisions of the Service Agreement, including those set forth in the Materials and these Terms;
- agree to cause all persons who use the Services under your account or with your authorization to comply with the Service Agreement;
- acknowledge that the acts or omissions of all persons who use Services under your account or with your authorization will be treated for all purposes as your acts or omissions;
- acknowledge that you have received and had the opportunity to review a copy of the Service Agreement, including the Materials and these Terms;
- confirm that the information you have provided to us is up-to-date and accurate; and
- agree to notify us of any change in your information.

Amendment Provisions applicable only to Month-to-Month Service Agreements

Unless otherwise specified in a Service Agreement, we may change, at any time, but upon no less than **30** days' prior written notice to you: a) with respect to a Month-to-Month Service, any charges, features, content, functionality, structure or any other aspects of the Month-to-Month Service, as well as any term or provision of the Service Agreement for that Month-to-Month Service, and b) with respect to a Term Service, any charges, features, content, functionality, structure or any other aspects of the Term Service, as well as any term or provision of the Service Agreement for that Term Service, other than a Key Term (as defined below), unless the change benefits you. The written notice will be provided to you by bill message, text message, letter or e-mail and will explain the amendment and when it will take effect.

A “Key Term” means (i) the services included in the Term Service and any limits on the use of those services, (ii) the minimum monthly charge for the Term Service, (iii) the Commitment Period of the Term Service, (iv) the Early Cancellation Fee (as defined below) amount and calculation as set out in the Service Agreement for that Term Service. Pay-Per-Use Services are subject to availability, and the pricing and nature of any Pay-Per-Use Service may be changed or terminated by Dunn Vision Telecom at any time without prior notice to you.

Amendment Provisions applicable to all other Services and Service Agreements:

Not applicable to Residents of Newfoundland and Residents of Québec: Unless otherwise specified in a Service Agreement, we may change, at any time, any charges, features, content, functionality, structure or any other aspects of the Month-to-Month Services or the Term Services, as well as any term or provision of a Service Agreement, upon notice to you by bill message, text message, letter or e-mail. If you do not accept such change, your sole remedy is to terminate the affected Services or Service Agreement within **30** days of your receipt of our notice of change (unless we specify a different notice period), by providing us with advance notice of termination pursuant to Section 31.

Pay-Per-Use Services are subject to availability, and the pricing and nature of any Pay-Per-Use Service may be changed or terminated by Dunn Vision Telecom at any time without prior notice to you.

Applicable only to Residents of Newfoundland and Residents of Québec: Unless otherwise specified in a Service Agreement, we may change, at any time, but upon no less than **30** days' prior written notice to you: a) with respect to a Month-to-Month Service, any charges, features, content, functionality, structure or any other aspects of the Month-to-Month Service, as well as any term or provision of the Service Agreement for that Month-to-Month Service, and b) with respect to a Term Service, any aspects of the Term Service, as well as any term or provision of the Service Agreement for that Term Service, other than the price, term or nature of that Term Service or any other essential elements of the Term Service or that Service Agreement. The written notice will be provided to you by bill message, text message, letter or e-mail and will contain the new or amended term or provision, the former version of that term or provision (if applicable), the date that the amendment will come into force, and your rights which are described as follows. If a change to a Month-to-Month Service or a Term Service entails an increase in your obligations or a decrease in our obligations and if you do not accept such a change, you may terminate the affected Services without an Early Cancellation Fee (as defined below) by sending us a notice to that effect no later than **30** days after the amendment takes effect.

Pay-Per-Use Services are subject to availability, and the pricing and nature of any Pay-Per-Use Service may be changed or terminated by Dunn Vision Telecom at any time without prior notice to you.

Charges; Account and Payment Information

1. Charges will commence on the date of the initial activation of the Services or the Equipment, whichever is earlier (the "Activation Date").
2. Unless otherwise agreed to by you and us, we will bill you

monthly. We may bill you; however, for a charge up to **6** months from the date the charge was incurred.

3. You are liable for all charges to your account. Charges to your account are due and payable in full from the date of your invoice or statement. If you are paying by mail or through a financial institution, please allow adequate time for your payment to reach us prior to the required payment date.
4. If payment of an amount due on your account is not received by us by the required payment date specified by us, it will be considered a delinquent amount and will be subject to a late payment charge of **2%** per month, calculated and compounded monthly on the delinquent amount (**26.82%** per year) from the date of the first invoice on which the delinquent amount appears until the date we receive such amount in full. You agree that we can charge any unpaid and outstanding amount, including any late payment charges, on your account to your credit card, bank account or any other payment method pre-authorized by you for payment of our charges.
5. **Not applicable to Residents of Québec:** Administrative charges 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 pending charges, fees and adjustments;
 - returned or rejected payments;
 - change of any price plan;
 - change of any identifier (e.g., license numbers); and/or
 - the restoral of Service.

A list of such charges is available on request and is incorporated into these Terms by reference.

6. **Applicable only to Residents of Québec:** Administrative charges may be levied for administration or account processing activities in connection with your account, including as a result of the change of any price plan or identifier (e.g., license number). A list of such charges is available on request and is incorporated into these Terms by reference.
7. Any questions or discrepancies regarding charges must be reported to us within **90** days of the date of our invoice or other statement. Failure to notify us within this time period will constitute your acceptance of such charges. If any such discrepancies resulted in unauthorized or incorrect charges on your account, as determined by us in our sole discretion, then we will reverse those charges within **30** days of receiving your notice of such

discrepancies.

- Unless otherwise set out in the Materials, if you agree to subscribe to any Term Services, you may be subject to an early cancellation fee, as described in a Service Agreement (“Early Cancellation Fee”), for the early cancellation of your Term Service prior to the end of the applicable Commitment Period. Any decrease in your Commitment Period may be subject to a fee. **If your Term Service is terminated prior to the end of the Commitment Period, you will pay us an Early Cancellation Fee as specified in the Service Agreement for that Term Service, plus taxes.**
- Changes to your account (e.g., price plan, features or identifiers) may not take effect until after your next billing date.

Deposit; Credit Requirements

- Not applicable to Residents of Newfoundland and Residents of Québec:** We may require a deposit or impose other payment or credit requirements (e.g., interim payments; mandatory pre-payments) at any time and on such terms as determined in our sole discretion. You will not earn any interest on any deposits or other payments held by us. If your Service is terminated, we will apply any deposits or other payments against the outstanding final balance on your account.
- Applicable only to Residents of Newfoundland and Residents of Québec:** We may require a deposit or impose other payment or credit requirements (e.g., interim payments; mandatory pre-payments) at any time and on such terms as determined in our sole discretion. Any security deposit held by us will bear interest at the rate determined by applicable legislation or regulation, as determined from time to time, from the date we collect a security deposit (but no earlier than required under applicable legislation or regulation), and until the date we return it to you. We will notify you upon using all or part of a security deposit. If your Service is terminated, we will return any security deposits with applicable interest minus the outstanding final balance on your account within 30 days of termination of your Services.
- Service may be suspended at any time to any and all of your accounts, if your balance, including unbilled usage and pending charges, fees and adjustments, exceeds this limit. Recurring service charges continue to apply during any suspension of Services.

Identifiers for Pay-Per-Use or Month-to-Month Agreements

- You do not own any identifier (e.g., license number(s), PIN number(s) or access code(s), etc.) assigned to you, and we may change or remove any identifier at any time upon notice to you.

Policies and Acceptable Use

- From time to time, we may establish policies, rules and limits (together, the “Policies”) concerning use of the Services, Equipment and any products, content, applications or services used in conjunction with the Services or Equipment. Your use of the Services is subject to these Policies, which are incorporated into these Terms by reference. We will provide you with notice of the Policies and of changes to the Policies. Our Acceptable Use Policy accompanies these Terms.
In addition, when using certain other services, you may be subject to additional terms (which may be posted on our website, <https://dunnvision.com/terms> from time to time) applicable to such services and which may be incorporated by reference into a Service Agreement.
- You may not use the Services for anything other than the agreed upon company use. **You may not resell the Services, receive any charge or benefit for the use of the Services or provide access or any other feature of the Services to any third party. You may not share or transfer your Services without our express consent.**

Your Content

- You hereby consent to Dunn Vision Telecom having remote access and control for one or more sessions (each, a “Session”) for the purpose of evaluating and addressing issues affecting the installation and/or operation of the Dunn Vision Telecom software products you have licensed.
For the purposes of this Consent, us, we or our means Dunn Vision Telecom and/or any of its Affiliates, where Affiliates are companies controlled by, controlling or under common control with Dunn Vision Telecom. **In granting this consent, you agree as follows:**
 - You represent and warrant that you have authority to grant Dunn Vision Telecom access to and control over the computer and equipment as contemplated by this Consent.
 - We may use remote access to perform whatever functions we reasonably consider necessary or appropriate to accomplish the goals of the Session. These activities may include, among other things, copying, moving, overwriting and deleting files; running diagnostic and repair programs; rebooting the computer and reestablishing the Session.
 - You may be asked by a Dunn Vision Telecom Service Representative to disable your firewall and other security hardware and software to enable us to control your computer. You understand it is your responsibility at the end of the Session to restore these security features to their prior settings.

- 4) You may interrupt the Session at any time by clicking on the “Disconnect” button on the TeamViewer dialog box. But doing so may prevent us from completing our work, leave the Dunn Vision Telecom software or other programs inoperative and/or leave your computer in an unstable condition. Dunn Vision Telecom represents and warrants that it will exercise reasonable care and judgment in attempting to complete its work during the Session.

Dunn Vision Telecom makes no other warranties with respect to any session or the work performed during any session. Dunn Vision Telecom specifically disclaims any representation or warranty that activities during the session will be successful, that it will correct any or all defects, problems or issues with any software, hardware or system, or that the operation of any software, hardware or system will at anytime be uninterrupted or error-free.

Equipment

17. 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 with such Equipment;
 - you may not sell, lease, mortgage, transfer, assign or encumber such Equipment;
 - you may not re-locate such Equipment without our knowledge and permission; and
 - you will return such Equipment to us at your own expense upon termination of the Services to which the Equipment is related. If such 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 such Equipment, together with any costs incurred by us in seeking possession of such Equipment.
18. You authorize us and our representatives to enter or have access to your premises as necessary at mutually agreed upon times 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.
19. Equipment and related software may have to meet certain minimum requirements and be maintained in certain ways and in certain locations in order to access the Services or for the proper operation of the Services. Such requirements may be changed from time to time at our sole discretion. 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.

20. You must immediately notify us, at any of the points of contact specified below, if your Equipment is lost, stolen or destroyed. If you then wish to terminate your Term Services, your obligations under the Service Agreement for those Term Services, including any Early Cancellation Fee, will apply.

Software and Content

21. Any software, content (including, without limitation, full music tracks, graphics, video clips, applications and games) and/ or accompanying documentation that we provide or sell to you or that you receive or purchase through Dunn Vision Telecom or our third party storefronts is for agreed upon company use, may not be distributed, transferred or sold and remains our property or that of our licensors or content providers, as applicable. You will take reasonable steps to protect such software, or content and/or documentation from theft, loss or damage. Such software or content may from time to time automatically and, without notice to you, cause your Equipment to access the Internet incurring data usage and/or overage charges. You must review and agree to any applicable end user license agreement of Dunn Vision Telecom, our licensors or content providers. Unless otherwise provided in the applicable end user license agreement, all end user license agreements will terminate upon termination of the applicable Service Agreement.

No Warranties

22. You acknowledge and understand that the Services or access to the Services may not function correctly, or at all, in the following circumstances:
- If the Equipment fails, is not configured correctly or does not meet Dunn Vision Telecom requirements;
 - if you install certain third party applications on the Equipment;
 - in the event of a network outage or extended power failure;
 - if you tamper with or, in some cases, move the Equipment; or
 - following suspension or termination of your Services or account.
23. Neither Dunn Vision Telecom nor its affiliates, partners, licensors, dealers, representatives, suppliers and agents (and their respective employees, officers, directors, shareholders and representatives) (collectively, “Dunn Vision Telecom Parties”) are responsible or liable to you for any software, content, products or services provided to you or accessible by you through the Services, any charges incurred in connection with such software, content, products or services or anything that is or can be done with such software, content, products or services even if you are billed for such software, content, products or services. Dunn Vision Telecom may limit the amount of software, content

products or services that you may purchase.

All such software, content, products or services is accessed or transmitted solely at your own risk.

24. Not applicable to Residents of Québec: To the maximum extent permitted by applicable law:

- the Dunn Vision Telecom Parties do not guarantee or warrant the performance, availability, coverage, uninterrupted use, security, pricing or operation of the Services, the Equipment or any products, content, applications, services, facilities, connections or networks used or provided by us or third parties (collectively, the “Offering”);
- you bear the entire risk as to the use, availability, reliability, timeliness, quality, security and performance of the Offering; and
- the Dunn Vision Telecom 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 Offering.

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 Dunn Vision Telecom Parties creates any term, condition, representation or warranty not expressly stated in a Service Agreement.

You are solely responsible for the following matters:

- any access to the Equipment;
- maintaining the security and privacy of your property and your transmissions using the Services or the Equipment; and
- protecting against any breaches of security or privacy or other risks involved in installing, using, maintaining or changing the Services or the Equipment.

25. Applicable only to Residents of Québec: To the maximum extent permitted by law:

- the Dunn Vision Telecom 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 (collectively, the “Offering”);
- you bear the entire risk as to the use, availability, reliability, timeliness, quality, security and performance of the Offering; and
- the Dunn Vision Telecom 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 Offering.

You are solely responsible for the following matters:

- any access to the Equipment;
- maintaining the security and privacy of your property and your transmissions using the Services or the Equipment; and
- protecting against any breaches of security or privacy or other risks involved in installing, using, maintaining or changing the Services or the Equipment.

Limitations of Liability

26. Not applicable to Residents of Québec: Unless otherwise specifically set out in a Service Agreement, to the maximum extent permitted by applicable law, the Dunn Vision Telecom Parties will not be liable to you or to any third party 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 from or relating to the Offering 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 Offering;
- the denial, restriction, blocking, disruption or inaccessibility of any Services, Equipment or identifiers (including license numbers);
- any lost, stolen, damaged or expired Equipment, identifiers, passwords, codes, benefits, discounts, rebates or credits;
- 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 Offering 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 the Dunn Vision Telecom Parties' liability set out elsewhere in a Service Agreement and apply to any act or omission of the Dunn Vision Telecom Parties, whether or not the act or omission would otherwise be a cause of action in contract, tort or pursuant to any statute or other doctrine of law.

27. Applicable only to Residents of Québec: Unless otherwise specifically set out in a Service Agreement, and except for damages resulting from a Dunn Vision Telecom Party's own act, the Dunn Vision Telecom Parties will not be liable to you or to any third party for:

- any 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 or property damage) resulting or relating directly or indirectly from or relating to the Offering;
- the performance, availability, reliability, timeliness, quality, coverage, uninterrupted use, security, pricing or operation of the Offering;
- the denial, restriction, blocking, disruption or inaccessibility of any Services, Equipment or identifiers (including license numbers);
- any lost, stolen, damaged or expired Equipment, identifiers, passwords, codes, benefits, discounts, rebates or credits;
- 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 Offering or any material transmitted through the Services infringes the intellectual property, industrial, contractual, privacy or other rights of a third party.

Indemnification

28. You will indemnify and hold harmless the Dunn Vision Telecom Parties from and against any claims, losses, damages, costs and expenses (including, without limitation, reasonable legal fees and other litigation expenses) incurred by the Dunn Vision Telecom Parties relating to your violation, alleged violation or misappropriation of any intellectual property, industrial, contractual, privacy or other rights of a third party or any alleged libel or slander by a third party against you.

Privacy and Confidentiality of Your Information

29. Our corporate and online Privacy Policies are available at <https://dunnvision.com/privacy>. To obtain more

information about your personal information held by Dunn Vision Telecom, make a privacy-related complaint, or obtain a copy of our Privacy Policies: e-mail us at privacy@dunnvision.com; or write to us at **300-1315 Pickering Parkway, Pickering, ON L1V 7G5**.

Personal information collected in connection with the provision of the Services may be stored and processed in or outside Canada and may be subject to the laws of other jurisdictions.

Unless you provide express consent, or disclosure is required pursuant to a legal power, all information regarding you kept by us, other than your name, address and listed telephone number, is confidential and may not be disclosed by us to anyone other than:

- you;
- a person who, in our reasonable judgment, is seeking the information as your agent;
- an agent retained by us in the collection of your account or to perform other administrative functions for us, provided the information is required for and used only for that purpose;
- an agent retained by us to evaluate your creditworthiness, provided the information is required for and is to be used only for that purpose;
- a law enforcement agency whenever we have reasonable grounds to believe that you have knowingly supplied us with false or misleading information or are otherwise involved in unlawful activities;
- a public authority or agent of a public authority if, in our reasonable judgment, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information; or
- 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 the information.

Express consent to disclosure may be obtained as follows:

- by written consent;
- by oral confirmation verified by an independent third party;
- by electronic confirmation via the Internet;
- by oral consent, where an audio recording of the consent is retained by us; or by consent through other methods, as long as an objective documented record of your consent is created by you or by an independent third party.

Term; Suspension; Termination

30. The term of a Service Agreement, and any applicable

Commitment Period, starts on the Activation Date and shall continue indefinitely until terminated in accordance with the provisions of that Service Agreement or applicable law.

31. Not applicable to Residents of Newfoundland and Residents of Québec:

Unless otherwise permitted by applicable law:

- you may terminate any or all of your Services and any corresponding Service Agreement at any time by contacting Dunn Vision Telecom at the appropriate points of contact specified in these Terms; and
- Dunn Vision Telecom may terminate any or all of your Services or accounts and any corresponding Service Agreement upon no less than **30** days' advance notice to you at your billing address.

If you terminate any Pay-Per-Use service, cancellation takes effect on the day that Dunn Vision Telecom receives notice of the cancellation. Applicable charges continue to apply until that date. If you terminate any other Services or we terminate any Services, applicable charges continue to apply until the date of the notice or a future date specified therein (if applicable), whichever is later. However, if you only terminate a Month-to-Month service, applicable charges continue to apply until your next billing date for service.

32. Applicable only to Residents of Newfoundland:

Unless otherwise permitted by applicable law:

- you may terminate any or all of your Services and any corresponding Service Agreement at any time by contacting Dunn Vision Telecom at the appropriate points of contact specified in these Terms;
- Dunn Vision Telecom may terminate any or all of your Services or accounts and any corresponding Service Agreement upon no less than **60** days' advance notice to you at your billing address, unless you are in default of your obligations pursuant to a Service Agreement, including one of the events of default described in Section 34 below;
- if you have subscribed to a Term Service, then we may terminate such Service only if you are in default of your obligations under the Service Agreement for that Term Service or we no longer have the technical ability to provide that Term Service; and
- if your account has a credit balance over **\$10** on your final invoice, then we will refund that balance to you within **60** days of the date of that invoice. Discretionary credits will not be refunded.

If you terminate any wireless Services, cancellation takes effect on the day that Dunn Vision Telecom receives notice of the cancellation.

Applicable charges continue to apply until that date. If you terminate any Pay-Per-Use Services or we terminate any Services, applicable charges continue to apply until the date of the notice or a future date specified therein (if applicable), whichever is later.

33. Applicable only to Residents of Québec:

Unless otherwise permitted by applicable law:

- you may terminate any or all of your Services and any corresponding Service Agreement at any time by contacting Dunn Vision Telecom at the appropriate points of contact specified in these Terms;
- Dunn Vision Telecom may terminate any or all of your Services or accounts and any corresponding Service Agreement upon no less than **60** days' advance notice to you at your billing address, unless you are in default of your obligations pursuant to a Service Agreement, including one of the events of default described in Section 34 below; and
- if you have subscribed to a Term Service, then we may terminate such Service only if you are in default of your obligations hereunder, pursuant to Sections 1604, 2126 and 2129 of the *Civil Code of Québec*.

If you terminate any Month-to-Month service, cancellation takes effect on the day that Dunn Vision Telecom receives notice of the cancellation. Applicable charges continue to apply until that date. If you terminate any non-wireless Services or we terminate any Services, applicable charges continue to apply until the date of the notice or a future date specified therein (if applicable), and whichever is later.

34. In addition to our rights to terminate your Services pursuant to Sections 31, 32 and 33, to the extent permitted by applicable law, we may restrict, block, suspend, disconnect or terminate any or all of your Services or accounts or identifiers in any way, without notice or liability to you, 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 fail to provide or maintain a reasonable security deposit or alternative when requested to do so by us;
- you agree to a deferred payment plan with us and fail to comply with the terms of the plan;

- you have given us false, misleading or outdated information;
 - we reasonably suspect or determine that any of your account, identifiers, Services or Equipment is 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;
 - any account or service on which your Services depend is terminated for any reason; or
 - we reasonably believe that there is an emergency or extreme circumstance that would warrant such action.
35. If we restrict, suspend, block, disconnect or terminate your Services or accounts:
- you must pay any amounts owing;
 - we may also suspend, block, disconnect or terminate, without notice or liability, your Services under any other agreement or account that you may have with us or a related Dunn Vision Telecom entity (including accounts that may be in good standing);
 - you may be charged for any costs incurred by us or any related Dunn Vision Telecom's entity in connection with your breach of these Terms, including costs incurred to enforce your compliance;
 - your rates for services with related Dunn Vision Telecom entities may change in accordance with the terms of those services.

Arbitration

36. **Not applicable to Residents of Québec: To the extent permitted by applicable law**, unless we agree otherwise, any claim, dispute or controversy, whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future, arising out of or relating to the following items will be determined by final and binding arbitration to the exclusion of the courts:
- a Service Agreement;
 - the Services or Equipment;
 - oral or written statements, advertisements or promotions relating to a Service Agreement, the Services or Equipment; or
 - the relationships that result from a Service Agreement.

37. **Not applicable to Residents of Québec: Where applicable**, arbitration will be conducted in the province in which you reside, on a simplified and expedited basis by **1** arbitrator pursuant to the current laws and rules relating to commercial arbitration in the province or jurisdiction in which you reside on the date of the notice. Dunn Vision Telecom will pay all reasonable costs associated with any such arbitration. Any such arbitration will be conducted in accordance with our Arbitration Protocol, which is available at <https://dunnvision.com/terms>.

Intellectual Property

38. All trademarks, copyright, brand concepts, names, logos and designs used by us are intellectual property assets, registered or otherwise, of, or used under license by Dunn Vision Telecom or of one of its affiliates. All are recognized as valuable assets of their respective owners, and may not be displayed or used by you in any manner for purposes not agreed upon or copied in any manner for any purpose without our express prior written permission.

Entire Agreement

39. A Service Agreement, as amended from time to time, constitutes the entire agreement between you and Dunn Vision Telecom for the Services subscribed to under that Service Agreement and supersedes all prior agreements, written or oral, with respect to the same subject matter. These Terms cannot be changed by you.

The following provision does not apply to Residents of Québec: No sales representative, dealer, agent, officer or employee of Dunn Vision Telecom has the authority to change or modify these Terms, except pursuant to an official revised version of these Terms, and you may not rely on any such change or modification.

General

40. If any portion of a Service Agreement is unenforceable, the remaining provisions continue in full force. Our failure to enforce strict performance of any provision of a Service Agreement does not mean we have waived any provision or right. Neither the course of conduct between us nor trade practice modifies any provision of a Service Agreement. A Service Agreement endures to the benefit of and is binding on you, your heirs and your legal personal representatives and on your and Dunn Vision Telecom's respective successors and assigns. You may not assign or transfer a Service Agreement without our prior consent. We may assign or transfer a Service Agreement or any of our rights or obligations hereunder without your consent. The provisions of Sections 8, 22, 23, 24, 25, 26, 27, 28, 29, 31, 32, 33,

35, 36, 37, 38, 39, 40, 41, and 42 survive termination of a Service Agreement. These Terms have been drawn up in the

English language at the express request of the parties.

Les présentes modalités ont été rédigées en anglais à la demande expresse des parties.

Governing Law

41. A Service Agreement is governed exclusively by the laws of the province in which your billing address is located and you submit to the exclusive jurisdiction of the courts of such province, but if your billing address is outside of Canada, that Service Agreement is governed exclusively by the laws of the province of Ontario and you submit to the jurisdiction of the courts of Ontario. **Please note that your rights and remedies may vary by province.**

How to Contact Us

42. To contact Dunn Vision Telecom: call 1 800-828-9497 or go online at <https://dunnvision.com> to use our live chat and for more options; send an e-mail to support@dunnvision.com; or write to Dunn Vision Telecom, 300-1315 Pickering Parkway, Pickering, ON L1V 7G5
- Any notice shall be deemed to have been given on the date on which it was sent by the party giving the notice.