

# METRO LOOP – RESIDENTIAL AND SMALL BUSINESS TERMS OF SERVICE

Updated January 1, 2021

## Introduction

By using or subscribing to any of Metro Loop's residential and small business services, including its television, Internet and/or telephony services and any related services (collectively or individually, the "**Services**") provided by Metro Loop, a division of Xplornet Communications Inc. its or their partners and/or associates (collectively, "**Metro Loop**"), you agree to the following terms and conditions of service (the "**Terms of Service**"):

These Terms of Service constitute the understanding between Metro Loop ("**Metro Loop**" or "**our**") and the customer ("**you**" or "**your**") subscribing to all or any of the Services. These Terms of Service govern the Services and any devices and/or equipment, including, without limitation, Ethernet devices, television set top boxes, digital video recorders and software used in conjunction with the Services ("**Equipment**"). You acknowledge that the Equipment may be purchased by you and become "**Your Equipment**" (as defined below under the heading "Equipment, Installation, Maintenance and Return Responsibilities") or be provided to you by Metro Loop under a rental arrangement, in which case the Equipment shall be referred to as the "**Rental Equipment**", and for clarity such rental arrangement forms part of the Services. By activating the Services, you acknowledge that you have read, understand and agree to these Terms of Service as set out below. Metro Loop recommends that you print a copy of these Terms of Service and the Acceptable Usage Policy applicable to the Services to which you subscribe. If you are not an Internet service subscriber, you may contact Metro Loop at any time to obtain a printed copy of these Terms of Service.

If you do not wish to be bound by these Terms of Service or any modifications which may be made from time to time (as described in the following paragraph) do not activate or use the Services and immediately contact Metro Loop.

In addition to the terms contained in these Terms of Service, these Terms of Service are also subject to the terms and conditions set out in the Metro Loop Acceptable Usage Policy applicable to the Services, and available at metroloop.net, or as may be required by statute or regulation.

## **YOUR NON-TERMINATION OR CONTINUED USE OF THE SERVICES AFTER THE EFFECTIVE DATE OF ANY CHANGES MADE TO THESE TERMS OF SERVICE CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS OF SERVICE AS MODIFIED BY SUCH CHANGES.**

The details of the various Services packages, including other products and services offered by Metro Loop, can be found on our web site at metroloop.net. Metro Loop may, at its discretion, make additions, deletions, and changes to the Services from time to time, including changing Services fees or channel placement and/or availability, introduce and/or substitute Internet speed tiers, and changing telephony offerings, including but not limited to, domestic and international long-distance packages.

## Use of the Services

1. The Services may only be used in accordance with the Metro Loop Acceptable Usage Policy applicable to such Services, available at metroloop.net.
2. The Equipment, technology and/or processes provided to you may be subject to intellectual property rights reserved by Metro Loop or third parties. Nothing contained in these Terms of Service shall grant to you any right, license, title or ownership of, in or to any intellectual property rights of Metro Loop or any third party in such Equipment, technology or processes.
3. Metro Loop, the Metro Loop logo and certain product or service names are registered trademarks or trademarks of Metro Loop, a division of Xplornet Communications Inc. You agree not to copy, display or use in any manner any of Metro Loop's trademarks without express written prior permission of the trademark owner. Other product, information or company names mentioned in these Terms of Service may be the registered trademarks or trademarks of their respective owners.
4. Federal law provides severe civil and criminal penalties for the unauthorized reproduction, distribution or exhibition of copyrighted motion pictures and certain programming and Metro Loop shall not be liable for the same, nor is Metro Loop granting you any rights in that regard whatsoever.

## Content

Metro Loop does not warrant the condition or content of any programming you are able to view with the Services or the content you are able to access on the Internet through the use of Metro Loop Internet Services. You acknowledge that there may be programming content or other content that you may find offensive and you agree that your viewing and/or use of such content is at your own risk. Some programming and/or content may not be suitable for minors and you agree to supervise all minors whom you permit to view the programming and/or access the content from the Internet through your account with Metro Loop.

## Service Performance

1. Metro Loop does not guarantee that the Services will operate with all equipment or software, including without limitation all Internet applications and appliances.
2. Metro Loop makes no warranty, guarantee or representation of any kind or nature that when using the Internet Services, you will achieve any connection speeds that are associated with the Internet Services plan you may be subscribing to from time to time.
3. Metro Loop makes no representation or warranty that the wireless networking functionality of the Residential Gateway (“RG”) Rental Equipment, as may be provided from time to time, will be available to you or operational at all times or, when available, will not be impaired in terms of its performance. Metro Loop does not guarantee that the wireless networking component will operate within any particular single physical location or will operate with all equipment or software, including without limitation all Internet applications and appliances. Use of the wireless networking functionality may interfere with or prevent the proper functioning of other services and/or devices. Metro Loop makes no representations or warranties that such interference or impaired functioning of other services may not occur or can be avoided or rectified in any particular manner. Metro Loop shall have no obligation to you to correct any such interference with or impaired functioning of any wireless networking components.
4. For absolute clarity, Internet Services includes the provision of Internet access services, a statically or dynamically assigned IPv4 Internet Protocol (“IP”) Address, as determined by Services subscribed to, whereby the Service point of demarcation shall be the RJ45 Ethernet port provisioned on the Rental Equipment Optical Network Terminal (“ONT”), or modem. RG Equipment, whether standalone or integrated with an ONT or modem, are value added peripheral devices and do not directly form part of the Internet Services from a performance perspective.

## Service Interruption/Right of Entry

1. Metro Loop and/or its agents may interrupt and/or inspect the Equipment and/or the Services at any time for any duration of time, without notice or liability to you, in order to install, inspect, repair, replace or perform necessary maintenance on the Equipment, its facilities and/or network, or for other technical reasons as may be required.
2. You agree to provide Metro Loop access to the Equipment (including reasonable access to the location the Services are provided (“Service Location”) as may be reasonably necessary under the circumstances. Metro Loop’s employees/agents will show identification prior to entering the Service Location. Metro Loop is only required to provide you reasonable notice if Metro Loop needs access inside the Service Location. If you are not the owner of the Service Location, it is your responsibility to obtain and maintain access rights for the purpose of enabling Metro Loop employees and/or agents to install, maintain and provide the Services at such Service Location.
3. You understand that the Services may not function in the event of a power failure and regardless of where the power failure arises. In addition, a power failure or disruption may require Metro Loop to reset or reconfigure the Equipment, its facilities and/or network to reactivate the Services.

**METRO LOOP DOES NOT WARRANT UNINTERRUPTED USE OF THE SERVICES AND WILL NOT APPLY ANY REBATE FOR SERVICE INTERRUPTIONS.**

## Equipment, Installation, Maintenance and Return Responsibilities

1. Metro Loop may install or cause to be installed the Rental Equipment in the Service Location. The Rental Equipment is provided for your use of the Services and will at all times remain the property of Metro Loop. You will not sell, lease, transfer or assign the Rental Equipment. You may use the Rental Equipment only at the Service Location address you have indicated to Metro Loop at the time you subscribe to the Services. You will not re-arrange, disconnect, remove, repair or otherwise interfere with the Rental Equipment nor will you relocate the Rental Equipment to another address without Metro Loop's prior written consent.
2. Rental Equipment provided by Metro Loop will be charged as part of the monthly Services fee, plus applicable taxes. Metro Loop may require you to pay a Rental Equipment deposit prior to providing you with the Rental Equipment. You agree to keep all of the Rental Equipment free and clear of any lien or encumbrance of any kind whatsoever. If you become aware that any lien or encumbrance has been placed on the Rental Equipment you are responsible to notify Metro Loop immediately and to assist Metro Loop in removing same.
3. You are responsible for the safekeeping of the Rental Equipment. If, while in your care, the Rental Equipment is damaged, lost or stolen you agree to pay Metro Loop the full retail cost, including the costs incurred by Metro Loop to recover, repair and/or replace the Rental Equipment. You hereby authorize Metro Loop to charge your account and process payment for all Rental Equipment charges, plus applicable taxes, using any of the payment methods accepted by Metro Loop for your account (including pre-authorized credit card or bank withdrawal).
4. Any unauthorized attachments to the Equipment or interfering or tampering with the Equipment or unauthorized use of the Equipment are prohibited and may constitute theft under the Criminal Code of Canada.
5. You are required to return the Rental Equipment to Metro Loop in good condition and working order as follows (i) if your Services have expired or are terminated, within fourteen (14) days of your Services being disconnected, (ii) if Metro Loop has replaced or upgraded your Rental Equipment, within fourteen (14) days of the replacement or upgrade order, or (iii) if Metro Loop has provided you Rental Equipment for self-install and you do not install such Rental Equipment, within fourteen (14) days of receiving the equipment from Metro Loop.

In the event that the Rental Equipment is not returned to Metro Loop as set out above, you agree to pay to Metro Loop a "Rental Equipment Non-Return Fee", in an amount equivalent to the undiscounted retail value of the Rental Equipment, which amount will vary based on the type and model of the Rental Equipment, plus applicable taxes.

The Rental Equipment Non-Return Fee will be applied and appear as a charge on your Metro Loop account on the date (i) your Services have expired or are terminated, (ii) fourteen (14) days after a replacement or upgrade order for Rental Equipment has been made, (iii) a self-install order for Rental Equipment has been made, or (iv) you install new, replacement or upgraded Rental Equipment, as applicable, provided however that if the Rental Equipment has been returned to Metro Loop within fourteen (14) days as set out above payment will not be processed and the Rental Equipment Non-Return Fee charged to your Metro Loop account will be reversed. If the Rental Equipment has not been returned to Metro Loop as set out above, payment for the Rental Equipment Non-Return Fee will be processed using any of the payment methods accepted by Metro Loop for your account (including preauthorized credit card or bank withdrawal).

The Rental Equipment may be returned to Metro Loop by courier, drop off at a Metro Loop office location designated for equipment drop-offs, or by arranging a Metro Loop technician pickup the equipment at the Service Location. For information on Rental Equipment return procedures, or to schedule a pickup, please contact Metro Loop customer service at 905-667-8945 or 1-877-741-5806. Metro Loop is not responsible for any Rental Equipment which is stolen, damaged in transit, lost in transit or is otherwise not received by Metro Loop for any reason.

6. All Equipment and devices purchased and paid for by you, which are neither returnable to nor refundable by Metro Loop, and that you may supply for access and use of the Services or that you use in connection with the Services, such as audio devices, telephones, home security and/or medical devices, fax machines, computer equipment, home routers, firewalls, wireless network devices or any other equipment and/or associated devices (collectively, "**Your Equipment**") shall be and remain your responsibility. You agree that Metro Loop is not responsible for any damage or loss to Your Equipment arising from your use of the Services. You further acknowledge and agree that Metro Loop is not responsible for the installation, operation, maintenance, use or support of Your Equipment, including without limitation, the compatibility of Your Equipment with any Rental Equipment or the Services.
7. You are responsible to supply at your cost all telephones required if you subscribe to the home phone or small business phone Services, including the supply of all wiring inside the Service Location needed to connect to the Services. Metro Loop has no obligation to maintain or repair any facilities or equipment owned by you.

## Payment Terms

1. You agree to pay Metro Loop the total charges for access to and/or use of the Services, including, without limitation: fees applicable to installation; Rental Equipment rental, deposits, or non-return charges; processing fees, costs incurred by Metro Loop and interest charges, if your account is past due; service calls; toll or long distance uses; calling cards; directory assistance uses; all orders for pay-per-view programming (PPV), video on demand programming (VOD) or subscription sports programming services; plus any applicable federal, provincial or regulatory taxes or surcharges, incurred in connection with the access to and/or use of the Services (as all such fees may be changed from time to time). Metro Loop will bill you each month in advance for the Services (usage based Services will be billed in arrears) and your invoice will be made available to you in hardcopy format by regular mail and/or in an electronic format by way of email. New invoices may be sent to you at the email address you have provided us. If you do not receive notifications of new invoices by email, you are still responsible for paying all amounts by the due date specified. Unless otherwise indicated at the time you place your order for PPV, VOD subscription sports programming services or other one-time or recurring purchase products, all sales are final and no fees will be refunded if you cancel your Services.
2. You agree to pay all amounts by the due date indicated on your invoice by using any of the payment methods accepted by Metro Loop. Payments made after the 25<sup>th</sup> day of the month may be reflected on your next invoice. Amounts owing after the due date are subject to a late payment interest charge calculated and compounded monthly on the outstanding amount at 2% per month (26.8% per year) from the date of the first bill on which it appears until paid in full. If your account remains unpaid for 60 days, Metro Loop may refer your account to a collections agency and you agree to pay a fee of \$75.00 for services relating to the administration, processing, or service costs for your account (for example, collections efforts due to non-payment or suspension, disconnection or reactivation of your Services). You agree to pay Metro Loop \$50.00 if your credit card is denied, pre-authorized debit is returned, or if your cheque is returned due to non-sufficient funds. Payment of the full amount due will be required before the Services may be restored, provided Metro Loop is not under any obligation to restore the Services to any person who continues to fail to make timely payment of the amounts due or abuses Metro Loop's Acceptable Usage Policy applicable to the Services.
3. You are responsible to ensure that the billing information and the contact email for receiving invoices you provide Metro Loop is accurate. You agree to promptly notify Metro Loop of any changes in your billing information.
4. You are responsible for any costs, including legal fees and expenses, collection agency fees or payments and Court costs incurred by Metro Loop to collect any amounts owing under these Terms of Service.
5. You must bring billing invoice questions and disputes to Metro Loop's attention within 60 days of the invoice date. Your failure to contact Metro Loop regarding any invoice will constitute your acceptance of the invoice. Metro Loop maintains discretion to disconnect services during a dispute if satisfactory payment arrangements have not been made by you.

## Credit and Security Deposit

Metro Loop reserves the right to examine your credit records at any time, whether before or after providing you the Services.

Metro Loop may, at its sole discretion, require a security deposit of not less than one-months regular services fees, or a maximum of three-months of regular service fees should it deem your credit worthiness unsatisfactory at anytime.

## Provision of Services

Metro Loop is under no obligation to provide Services, or continue to provide Services, under any circumstances. The decision to provide or continue to provide Services is at the sole discretion of Metro Loop. Metro Loop shall not be responsible or held liable for any damages, expenditures (past, present, or future), loss of profit, or opportunities in the event the provision of Services is refused or discontinued.

## Software and Firmware Updates

You expressly agree to receive software and firmware updates in relation to the Services. Such updates may change, add or remove features and/or functionalities of the Equipment and/or the Services.

## Service Moves

If you are moving, you are responsible to notify Metro Loop at least 30 days prior to the date you are moving. If you move to a location that is outside of the area served by Metro Loop and are not subject to a service agreement, these Terms of Service shall be terminated and you must return all Rental Equipment to Metro Loop. For Metro Loop home phone and small business phone services, you may only transfer your telephone number within the same exchange area. The ability to transfer the Services to a new location is dependent on the availability of the Services at the new location and subject to change depending on the available channel lineup, packages and pricing in the new location.

## Customer Initiated Termination

In relation to residential accounts, you may terminate the Services at anytime by notifying Metro Loop by telephone at 905-667-8945 or 1-877-741-5806, during normal business hours.

In relation to small business accounts, you may terminate the Services as follows:

1. Where the Services are provisioned in accordance with a separate signed Network Service Agreement (“NSA”), the termination provisions of such agreement shall apply.
2. Where the Services are provisioned without a separate signed NSA, the following shall apply:
  - a. Where the total monthly recurring charges for Services is less than \$2,500 per month, you may terminate the Services at any time by notifying Metro Loop by telephone at 905-667-8945 or 1-877-741-5806, during normal business hours.
  - b. Where the total monthly recurring charges for Services is \$2,500 or greater, you may terminate the Services at any time by providing Metro Loop no less than 30 days advance notice of your desire to terminate by telephone at 905-667-8945 or 1-877-741-5806, during normal business hours.

## Metro Loop Initiated Termination

1. Metro Loop may restrict, block, suspend, or terminate all of any part of the Services immediately if:
  - a. you fail to pay your account for the Services that is past due, provided that in the case of suspension or termination your account balance is \$50 or more and such account has been past due for more than 30 days;
  - b. Metro Loop suspects that fraudulent charges or activity may be associated with your account;
  - c. you become bankrupt or otherwise insolvent;
  - d. you fail to provide Metro Loop with reasonable entry and access to install, inspect, repair, replace or to perform necessary maintenance on the Rental Equipment, or Metro Loop's facilities or network;
  - e. you are in breach of any term or condition of these Terms of Service or of Metro Loop's Acceptable Usage Policy applicable to the Services that you subscribe to; or
  - f. you relocate, alter, abuse or disconnect the Rental Equipment; or
  - g. Metro Loop chooses to exercise any term or condition of these Terms of Service.
2. For the situations listed above, Metro Loop will attempt to notify you using the information shown on your account stating the reason and date scheduled for the suspension or termination.
3. Despite the above, Metro Loop will not provide you notice of a proposed restriction, block, suspension or termination:
  - a. if immediate action must be taken to protect Metro Loop's facilities, Rental Equipment, or network, or if suspension is required by legal requirement, court order, ordinance or regulatory authority;
  - b. if Metro Loop believes that extreme circumstances exist, or that there is an abnormal risk of loss involved in delaying the suspension or termination;

- c. if you misuse or abuse or permit others to misuse or abuse the Services for purposes that are contrary to law, these Terms of Service or Metro Loop's Acceptable Usage Policy applicable to the Services you subscribe to; or
  - d. in an emergency situation.
4. If all or any part of the Services are restricted, blocked, suspended or terminated, Metro Loop is not obligated to restore the Services. If Metro Loop agrees to restore your Services, a reconnection service charge may be applied. Certain packages or discounts associated with your account may be removed upon disconnection and may not be recoverable in the event you reconnect your Services. Any remaining promotional, service or bill credits will be forfeit upon termination, are not recoverable or reimbursable, and will not apply to any early termination fee or any one-time fees and charges, such as installation fees. If you are a Metro Loop home phone or small business phone subscriber, Metro Loop cannot guarantee the availability or resumption of any previous telephone numbers following a suspension or termination of the Services. Any phone disconnection will be conducted in compliance with the CCTS Deposit and Disconnection Code.

### **General Customer Termination Responsibilities**

You agree that if the Services are terminated for any reason you will:

1. Pay Metro Loop in full for any amounts due and outstanding for your use of the Services, plus applicable taxes, including any applicable early termination fees; and
2. Return any and all Rental Equipment to Metro Loop.

### **Account Credit Balance upon Services Termination**

On or after expiry or termination of the Services for any reason, if your account has a credit balance less than ten dollars (\$10.00), this credit balance will not be automatically refunded to you when Services expire or are terminated. If your account has a credit balance of ten dollars (\$10.00) or more, we will refund that balance to you within thirty (30) days by mailing a refund cheque to the last known address that we have for you in our records or any other address that you instruct us to mail to. Your failure to inform us of any such changes will, in the event that any refund cheque mailed to you is returned as undeliverable is unsuccessful, result in the forfeiture to Metro Loop of the credit balance amount.

### **Metro Loop's Liability**

Metro Loop shall not be liable for:

1. any interruption or unavailability of the Services, including, without limitation, any interruption or unavailability of emergency 9-1-1 service;
2. any act or omission of any third party including, but not limited to, any other local telephone company, any connecting carrier or underlying carrier or other provider of connections, facilities or services;
3. your conduct, acts or omissions;
4. any event beyond the reasonable control of Metro Loop including acts of God, inclement weather (including lightning), power failures, motorized vehicle collisions, labour disputes, riots or civil disputes, war or armed conflict, any law, governmental order, decision or regulation, or order of any court of competent jurisdiction;
5. Metro Loop's failure, for any reason, to activate the Services on the activation date you requested or date provided to you by Metro Loop;
6. any defacement of, or damage to, the Service Location resulting from the attachment of any instruments, apparatus or associated wiring and/or the Rental Equipment furnished by Metro Loop, or removal thereof, when such defacement or damage is not wholly caused by Metro Loop's negligence;
7. any damages you incur as a result of the operation or failure of Your Equipment, facilities, wiring or other devices you use with the Services, including without limitation if any of Your Equipment, facilities, wiring or other devices that you use with the Services are now or later become incompatible with the Rental Equipment and/or the Services.

## Limitation of Liability

1. IN THE EVENT OF ANY BREACH BY METRO LOOP, INCLUDING ANY BREACH OF A FUNDAMENTAL TERM OR ANY NEGLIGENCE BY METRO LOOP, YOUR EXCLUSIVE REMEDY SHALL BE TO RECEIVE FROM METRO LOOP PAYMENT FOR ACTUAL AND DIRECT DAMAGES TO A MAXIMUM AMOUNT EQUAL TO THE FEES PAID BY YOU TO METRO LOOP IN THE PAST THREE MONTHS FOR THE SERVICES.
2. UNDER NO CIRCUMSTANCES SHALL METRO LOOP BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS AND LOSS OF BUSINESS OPPORTUNITIES, THAT RESULT IN ANY WAY FROM THESE TERMS OF SERVICE, INCLUDING YOUR USE OF THE RENTAL EQUIPMENT AND/OR SERVICES, OR YOUR RELIANCE ON OR USE OF ANY INFORMATION, SERVICE, MERCHANDISE OR MATERIAL VIEWED OR PROVIDED ON OR THROUGH USE OF THE SERVICES, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN RECEPTION OR TRANSMISSION OR TRANSMISSION, OR FAILURE OF PERFORMANCE OF THE SERVICES.
3. METRO LOOP SHALL NOT BE LIABLE FOR, AND YOU SHALL INDEMNIFY AND SAVE METRO LOOP HARMLESS FROM AND AGAINST ALL SUITS, CLAIMS OR JUDGMENTS HOWSOEVER ARISING OUT OF ANY OF THE FOLLOWING;
  - a. CLAIMS FOR LIBEL, SLANDER, INFRINGEMENT OF COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY OR BASED ON ANY OTHER LEGAL THEORY HOWSOEVER ARISING FROM THE MATERIAL, DATA OR OTHER CONTENT FROM THE SERVICES;
  - b. ANY LOSSES, DAMAGES, EXPENSES OR COSTS (INCLUDING LEGAL FEES) ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM, OR OTHER PROCEEDING BASED ON A CONTENTION THAT THE USE OF THE RENTAL EQUIPMENT AND/OR THE SERVICES BY YOU OR A THIRD PARTY INFRINGES ANY INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY; OR
  - c. CLAIMS BY THOSE TO WHOM YOU PROVIDE ACCESS TO THE RENTAL EQUIPMENT AND/OR THE SERVICES.
4. FOR THE PURPOSES OF THIS SECTION, ANY REFERENCE TO "METRO LOOP" SHALL INCLUDE METRO LOOP, ITS SUPPLIERS, PARTNERS OR ASSOCIATES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, OWNERS, SHAREHOLDERS, EMPLOYEES, SERVANTS OR AGENTS.

## Limited Warranty

ALL RENTAL EQUIPMENT AND THE SERVICES ARE PROVIDED BY METRO LOOP "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. METRO LOOP DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE RENTAL EQUIPMENT AND/OR THE SERVICES. METRO LOOP DOES NOT WARRANT THAT ANY DATA OR COMMUNICATION SENT BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME, OR THAT ANY CONTENT OR OTHER MATERIAL ACCESSIBLE ON OR FROM THE SERVICES ARE FREE OF DEFECT, ERROR OR VIRUSES. METRO LOOP DOES NOT WARRANT THE CONTENT, INCLUDING WITHOUT LIMITATION CONTENT OF ANY PROGRAMMING AND/OR ADVERTISING THAT IS ACCESSIBLE ON OR FROM THE SERVICES. ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NONINFRINGEMENT, OR ANY IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY WITH REGARD TO ANY MERCHANDISE, INFORMATION, PROGRAMMING, ADVERTISING, CONTENT OR SERVICE AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY EXCLUDED.

## Disputes and Governing Law

ANY DISPUTES OR CLAIMS ("CLAIMS") WHATSOEVER BETWEEN METRO LOOP AND YOU WILL BE REFERRED TO AND DETERMINED BY ARBITRATION TO THE EXCLUSION OF THE COURTS. IF YOU HAVE A CLAIM YOU SHOULD GIVE WRITTEN NOTICE TO ARBITRATE TO METRO LOOP AT 2-675 TRADEWIND DRIVE, ANCASTER, ONTARIO L9G 4V5 ATTENTION: LEGAL DEPARTMENT. ARBITRATION WILL BE CONDUCTED BY ONE ARBITRATOR PURSUANT TO THE LAWS AND RULES RELATING TO COMMERCIAL ARBITRATION IN THE PROVINCE IN WHICH YOU RESIDE THAT ARE IN EFFECT ON THE DATE OF THE NOTICE. YOU AGREE TO WAIVE ANY RIGHT YOU MAY HAVE TO COMMENCE OR PARTICIPATE IN ANY CLASS ACTION AGAINST METRO LOOP RELATED TO ANY CLAIM. YOU ALSO AGREE TO OPT OUT OF ANY CLASS PROCEEDINGS AGAINST METRO LOOP. IF METRO LOOP HAS A CLAIM, METRO LOOP WILL GIVE YOUR NOTICE TO ARBITRATE AT YOUR BILLING ADDRESS. IF THE CLAIM RELATES TO A MATTER THAT SHOULD BE BROUGHT BEFORE THE CANADIAN RADIO-TELEVISION AND TELECOMMUNICATIONS COMMISSION (CRTC) OR OTHER CUSTOMER COMPLAINTS BODY SET UP TO

ADDRESS SUCH MATTERS, YOU AGREE THAT THE CRTC OR SUCH BODY WILL RESOLVE THE CLAIM. THIS PARAGRAPH IS SUBJECT TO ANY PROHIBITIONS UNDER APPLICABLE LAW.

THESE TERMS OF SERVICE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE IN WHICH YOUR BILLING ADDRESS IS LOCATED AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN. THESE TERMS OF SERVICE CONSTITUTE THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER OF THESE TERMS OF SERVICE AND SUPERCEDES AND REPLACES ANY AND ALL PRIOR WRITTEN OR VERBAL UNDERSTANDINGS.

### **Commissioner for Complaints for Telecom-television Services (CCTS)**

CCTS is an independent agency whose mandate is to resolve complaints of individual and small business customers about their broadcasting and telecommunications services, free of charge. If you have a complaint about your telephone, wireless, internet or TV service, you must first try to resolve it directly with your service provider. If you have done so and have been unable to reach a satisfactory resolution, CCTS may be able to help you.

To learn more about CCTS, you may visit its website at [www.ccts-cprst.ca](http://www.ccts-cprst.ca) or call toll-free at 1-888-221-1687.

### **General**

1. You may not assign, resell or transfer the Rental Equipment or the Services to any person without prior written consent of Metro Loop. These Terms of Service will enure to the benefit of, and be binding upon, your respective heirs, executors, administrators, successors and permitted assignees and, for the purpose of Metro Loop, these Terms of Service shall benefit to any party that controls, is controlled by or under common control with Metro Loop.
2. Upon termination of these Terms of Service, all accrued obligations or liabilities and the provisions which by their nature are intended to continue beyond such termination will remain in effect. Without limiting the generality of the foregoing, the terms of Metro Loop Acceptable Use Policy applicable to the Services you subscribed to shall survive the expiration and/or earlier termination of these Terms of Service.
3. The failure of either party to insist upon strict interpretation of these Terms of Service or to exercise any options set out in these Terms of Service, shall not act as a waiver of any right or option, but the same shall continue to be in full force and effect. No waiver by either party of any breach shall be effective unless expressed in writing.

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