

CANADIAN FIBER OPTICS CORP. (“CFOC”), operating as Northern Lights Fiber (“NLF”)
TERMS OF SERVICE – CUSTOMER AGREEMENT

Updated September 30, 2024

You (the “Customer”) acknowledge and agree that by requesting, viewing or paying for any of the Services offered by CFOC, you agree that the following terms and conditions (“Terms of Service”) apply to the provision of the Services. If there is any part of the Terms of Service you do not understand or you wish to clarify, please contact our Customer Care Centre.

1. **Definitions.** In this document, the following words have the meaning set out beside them:

“Equipment” means any or all of the Modem(s), ONT(s), Video Set-top Box(es) (“STB”) and any ancillary equipment necessary to receive the Services; “STB” means the integrated STB decoder/set top box that is connected to your television in order to decode the programming and is associated with your CFOC account;

“Service(s)” means, as the context permits, any or all of the services that CFOC provides to you from time to time, including without limitation, rental of Equipment, programming to one or more STBs, Pay-Per-View services (“PPV”) and Video-On-Demand services (“VOD”) and mobile applications to deliver CFOC authorized services; and

“CFOC”, “we”, “our” means Canadian Fiber Optics Corp. and any corporation that it controls, is controlled by or is under common control, together with their respective officers, directors, employees and authorized agents.

2. **General.** The Terms of Service set out below reflect the manner in which CFOC provides the Services to you. We may find it necessary to change these Terms of Service, the Services or the amount of any fees or charges associated with the Services from time to time and will provide you with thirty (30) days advance notice of any material changes relating to these Terms of Service and your Services. This notice may be provided to you with or on your monthly invoice statement or by separate notice. Non-material changes to these Terms of Service will appear on the CFOC website at www.NorthernLightsFiber.ca by way of updated versions of these Terms of Service. YOUR NONTERMINATION OR CONTINUED USE OF THE SERVICES AFTER YOU ARE NOTIFIED OF THE CHANGES CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT AS MODIFIED BY SUCH CHANGES OR ADDITIONS. If you do not agree with any changes we make to the Terms of Service, you may cancel the Services by calling our Customer Care Centre. If we change the content of any programming, you agree that we have no obligation to replace or supplement the

programming previously offered that has been changed or give you any refund or credit.

3. **Restrictions.** You acknowledge and agree that:
 - a. the Services will only be provided to you in Canada; the service address associated with your account is located in Canada;
 - b. you will not directly or indirectly use a single account in connection with more than one (1) service address;
 - c. you will keep CFOC advised of your service address, contact email and phone number(s) associated with your account at all times
 - d. no CFOC – owned Equipment shall be removed from your current service address without the consent of CFOC; if you terminate the Services within one (1) year of subscribing to the Services, any STB(s) provided to you at net \$0 charge under a special promotional offer will be returned to CFOC within thirty (30) days of disconnection of Services;
 - e. no more than six (6) STBs can be authorized on one account; and all STBs are located at the service address listed on your account. If any STB are not located at the service address listed on your account, we may disconnect all or any portion of the Services immediately and we shall have the right to charge you for any Services provided to any location that is not the service address.
4. **Fees and Charges for Services.** You agree to pay in full all amounts billed for Services, including all applicable taxes by the due date set out in the monthly invoice statement. We will bill you each month in advance for the Services, unless otherwise indicated on the invoice, and your invoice will be made available to you in an electronic format by logging into your account at our website. For self-install orders, billing for your Services will commence on the earlier of activation or 30 days from the day of shipment of Equipment. To activate, install your Equipment as directed and call CFOC to process your account and equipment activation.
 - a. PPV: When you order PPV movies or events you will be charged a service fee per movie/event ordered. Unless otherwise indicated at the time you place your order for PPV programming, all sales of PPV programming are final.
 - b. NFL Sunday Ticket™ and NHL® Centre Ice™: When you order NFL Sunday Ticket™ or NHL® Centre Ice™ you will be charged a fee. Unless otherwise indicated at the time you place your order for NFL Sunday Ticket™ or NHL® Centre Ice™, all sales are final and no fees will be refunded if you cancel your Services.
5. **Equipment Return.** You are required to return your STB to CFOC in the following circumstances:

- a. if you were provided a STB at net \$0 charge under a special promotional offer and you terminate the Services within one (1) year of subscribing to the Services;
- b. if you are participating in a STB rental program (described in Section 9 below) and your Services have expired or are terminated; or
- c. if CFOC has provided you with a replacement STB.

In these circumstances, your STB must be returned to CFOC in good working order within thirty (30) days from the date your services are disconnected or your replacement STB order is made, as applicable. In the event that your STB is not returned to CFOC as set out above, you agree to pay to CFOC a “STB Non-Return Fee”, in an amount equivalent to the undiscounted retail value of your STB, which amount will vary based on the type and model of the STB, plus applicable taxes. The STB Non-Return Fee will be applied and appear as a charge on your CFOC account on the date your Services have expired or are terminated or an order for a replacement STB has been made, as applicable, provided however that if your STB has been returned to CFOC within thirty (30) days as set out above, payment will not be processed and the STB Non-Return Fee charged to your CFOC account will be reversed. If your STB has not been returned to CFOC as set out above, payment for the STB Non-Return Fee will be processed using any of the payment methods accepted by CFOC for your account (including preauthorized credit card or bank withdrawal).

The STBs must be returned to CFOC 9001 158 Ave, Grande Prairie AB T8V 2N8
CFOC is not responsible for any STB which is stolen, lost in transit or is otherwise not received by CFOC for any reason within the thirty (30) day return periods described above.

6. **Minimum Subscription Period:** All programming channels and packages require a minimum subscription period of 30 days. In the event you change or cancel programming during the initial 30-day minimum subscription period, CFOC will apply such change or cancellation upon the lapse of the initial 30-day period. No credits or refunds will be payable in respect of such programming changes or cancellations. Self-Service Areas: Certain Services or Equipment may require an upfront payment of up to \$100 when activating Services or installing Equipment in self-service areas. The upfront payment amount will be applied to your first month’s bill.
7. **Other Contracts.** If you are a subscriber under a separate CFOC contract (including a contract for equipment), please review that document for additional terms and conditions.

8. Termination and Default.

By you:

- a. In relation to residential accounts, you may terminate the Services at any time by notifying CFOC of your desire to terminate at 1-888-236-2947 Ext 1;
- b. If you have agreed to a 2-Year term, cancellation fees will be calculated by the remaining months of the agreement multiplied by \$25 per remaining month for standalone broadband internet service agreements, or \$40 per remaining month for Broadband and Television services.
 - i. By receiving services from CFOC at the corresponding rates associated with a 2 Year Term, you hereby accept the conditions of this document including cancellation fees as outlined in section 8.
- c. If you have received a promotional discount or incentive with a monetary value, an additional cancellation fee will be applied. The calculation is the total value of the incentive provided, divided by the term of the agreement (for residential customers, 24 months), multiplied by the remaining months of the agreement.

By CFOC.

- a. CFOC may cancel any or all of your Services or accounts and any corresponding Agreement as long as we give you at least 30 days' prior written notice. Applicable charges continue until the cancellation date. We may immediately suspend or disconnect all or any part of the Services at any time without notice upon the occurrence of any of the following:
 - i. you fail to make full payment of amounts owing to CFOC within sixty (60) days of their due date;
 - ii. a breach by you of any of these Terms of Service that has not been cured within 10 days after you receive notice of such default;
 - iii. you transfer or relocate any or all of the Services or any CFOC-owned Equipment without the consent of CFOC;
 - iv. you assign or attempt to assign any of your rights, duties or obligations under these Terms of Service;
 - v. any act of bankruptcy on your part or the commencement of bankruptcy proceedings against you;
 - vi. we suspect that fraudulent charges or activity may be associated with your account; or
 - vii. you harass, abuse or threaten any of our employees, agents or representatives, whether verbally, in writing or otherwise.

Refund. 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 (i) 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 or (ii) by processing the refund to the credit card on your account. It is your responsibility to keep us informed of any change in your mailing address or credit card details. Your failure to inform us of any such changes will, in the event that any refund cheque mailed to you is returned as undeliverable or any refund to your credit card is unsuccessful, result in the forfeiture to CFOC of the credit balance amount.

9. **STB Rental Program.** If you are participating in a STB rental program, you acknowledge and agree that the STB supplied to you by CFOC is rented to you as part of your monthly charges and shall remain the exclusive property of CFOC, and that you will not sell, transfer, lease, encumber or assign all or any part thereof. You acknowledge that you have no right to purchase the rented STB at any time.

10. **Equipment Warranty.**

a. STB(s): If you own your STB(s), you will receive the manufacturer's standard limited warranty applicable for a specified period of time after the date of purchase. In addition, Customers that own no more than one (1) STB may purchase from CFOC, for a period no less than one (1) year, optional limited warranty coverage for their STB. Customers who receive Services on two (2) or more STBs will automatically receive additional limited warranty coverage on each of their STBs.

b. CFOC Equipment: If installed by an officially authorized CFOC installer, exterior Equipment is covered by a limited lifetime warranty. This warranty covers all outside Equipment, including replacement and labour costs for the outside wiring, provided that any damage was the result of normal use of the system and not pertaining to vandalism, theft, force majeure, tampering, accidental damage (direct or indirect) by a human or animal, insertion of any equipment not explicitly authorized by CFOC, electrical surges and/or electrical issues not caused by CFOC or use of the system in any manner other than intended by CFOC. Items that are not covered by the warranty include:

- i. equipment damage or loss of signal as a result of tampering with the ONT, STB, Modem and/or outside equipment;
- ii. the STB and remote outside of 1 year.

11. **Rental, Condo or Multiple Dwelling Units.** Customers who reside in an apartment or other rental property must have obtained the consent of the owner or landlord to

attach and install the Equipment to the building prior to arranging installation. Customers who reside in a condominium or strata unit are required to have valid authorization (from the by-laws or otherwise from the governing body) to attach the Equipment to the building prior to arranging installation. CFOC is not responsible for any changes or damages made to any portion of property as the result of installation of CFOC Services made at the request of a tenant or occupant of a rental property, condominium, townhouse or any other multiple dwelling unit.

12. **No Waiver.** No failure to exercise and no delay in exercising, on the part of CFOC, any right, power or privilege hereunder will operate as a waiver hereof
13. **Collections.** In the event that CFOC chooses to use a collection agency or legal counsel to collect any amounts owing by you or to assert any other right CFOC may have against you by virtue of these Terms of Service, you agree to pay the reasonable costs of collection or other action including, but not limited to the costs of the collection agency, reasonable legal fees, and applicable court costs. You acknowledge that, in the event of your failure to pay amounts owing to CFOC, CFOC may notify credit and/or collection agencies of your non-payment, which may have an adverse effect on your ability to obtain credit.
14. **Content.** CFOC shall have no liability with respect to the content of the programming provided to you.
15. **Liability for Unauthorized Use.** In the event that any of the Equipment is stolen or otherwise removed from your premises, you must notify our Customer Care Centre immediately, but in no event more than five (5) days after such removal. In the event that we are not notified accordingly, you shall be liable for unauthorized use of the Equipment and the Services until such time as we are notified. Compliance with Laws by Customer. It is your responsibility to ensure compliance with all applicable building codes, zoning ordinances, covenants, conditions and restrictions (collectively "Laws") related to the installation of the Equipment provided under this Agreement, to pay any fees or other charges, and obtain any permits or other authorizations necessary for installation of Equipment and reception of the Services. You are solely responsible for any fines or similar charges for installation or service in violation of any Laws. Removal of any of the Equipment due to failure to comply with any Laws will not alter or relieve your obligations under these Terms of Service. If you do not own the Equipment location, you represent that the installation of the Equipment has been approved as required by applicable Laws, and that CFOC's interest in the Equipment will not be encumbered by any conflicting interest and you agree to indemnify CFOC if this is not true. No Transfer or Reselling. Neither the Services nor any of the Equipment may be assigned, resold or transferred by you without the prior consent of CFOC.

16. **CFOC IDs.** Primary CFOC IDs may only be registered by the customer subscribing to the Services. You are responsible for any and all Secondary CFOC ID holders added to the account and their compliance with these Terms of Service and the Acceptable Use Policy applicable to the Services, to the extent such terms relate to their use. You agree to communicate any and all notices from CFOC to the Secondary ID holders, to the extent applicable. You may only provide your household members with Secondary CFOC IDs.
17. **Viewing.** You acknowledge that the Services are to be viewed only at your service address and under no circumstances shall they be exhibited in any common or public area or for any public viewing purposes. Any exhibition other than as set forth above shall constitute a material breach by you and will result in deactivation of the Services. The programming may not be rebroadcast, reproduced, transmitted or performed except as in accordance with these Terms of Service, nor may an admission fee be charged for program viewing. If you are using any of the Services outside of a residential dwelling, you are responsible to ensure you have the appropriate rights granted to display any and all content.
18. **Blackouts and Temporary Interruptions.** Some of the services contained in the programming, including some subscription services, sports events, and/or broadcast network services, may be blacked out from time to time in your local reception area. Any circumvention of or attempt to circumvent any such blackout shall constitute a material breach and may also result in legal action against you. Programming may also be subject to temporary interruptions due to various causes including but not limited to natural phenomenon such as weather-related causes (thunderstorms, snowfall, etc.) CFOC will not be liable for any loss, damage or inconvenience which you may suffer as a result of any blackout or temporary interruptions and will not refund charges for the blackout period or temporary interruption.
19. **Warning against Piracy.** It is against the law to receive the programming or any portion thereof, without the applicable payment to CFOC. Any Customer who wilfully causes Equipment modification for the purposes of receiving the programming or any portion thereof without the applicable payment is an accessory to an offence and may be punished accordingly.
20. **Assignment of Account.** CFOC may sell, assign, or transfer your account to a third party without notice to the Customer. In the absence of notice of the transfer, you shall continue to remit all payments to the address listed on the CFOC invoice statement.
21. **Applicable Law/Entire Agreement.** These Terms of Service shall be governed by the laws of the Province where your service address is located, and the laws of

Canada, including the applicable rules and regulations of the Canadian Radio-television and Telecommunications Commission. The terms and conditions herein are subject to amendment, modification, or deletion if required by, or found to be in conflict with, applicable law or regulation, without affecting the validity or enforceability of the remaining terms and conditions. Subject to section 6 and any separate CFOC contract that you may be under, these Terms of Service constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace any and all prior agreements. In the event of inconsistency between this version of the Terms of Service and the version online at www.NorthernLightsFiber.ca, the online version will prevail.

- 22. Facilities and Equipment.** You acknowledge that the facilities used by CFOC in the provision of the programming may change from time to time. Similarly, the features, services or hardware and/or software abilities of any or all Equipment may change from time to time. You acknowledge that each time there is a change in the facilities, replacement or relocation of any of its components may be required. Should CFOC charge Customers a fee to make such adjustments, notice of such fee would be communicated prior to any adjustments. CFOC is not required to provide you with any features, software or hardware that are not essential to the reception of the Services. As such, any revision, removal or addition of features, software or hardware are at the sole discretion of CFOC and do not constitute a breach of these Terms of Service.
- 23. Rights and Remedies.** The rights and remedies available to CFOC in these Terms of Service are cumulative and are in addition to any other right or remedy available to CFOC at law or in equity.
- 24. Exclusion of Liability.** To the extent permitted by applicable law, none of CFOC, nor its suppliers will be liable for any interruptions in programming or liable for any delay or failure to perform, if such delay or non-performance arises in connection with any acts of god, fires, earthquakes, floods, power failure, satellite or network failure or malfunction, failure to replace existing technology, acts of any governmental body or any other cause beyond our reasonable control. In no event shall CFOC be liable for any indirect, special, consequential or incidental damages, including but not limited to, loss of programming, loss of use of equipment or any other damages resulting from the breakdown or failure of equipment or mobile application, internet-related data charges, delays in servicing or the inability to service any equipment (or any component thereof) covered by any service warranty provided by CFOC or otherwise, whether based on negligence or otherwise. We make no express warranties regarding the Services provided to you, and all implied and statutory warranties, including without limitation any warranty of merchantability

and fitness for a particular purpose are hereby expressly disclaimed, except in provinces where implied or statutory warranties cannot be disclaimed, waived or limited. No warranty is provided whatsoever for the quality or continuous transmission. In no event shall CFOC's liability to you exceed the total amount paid to CFOC by you for the Services in the one (1) month period preceding the event that is the cause of the liability. The above disclaimer applies to all of CFOC's affiliates, staff, contracted employees, representatives, affiliates, service providers and any authorized party acting as a representative of CFOC. It is your responsibility to impose any restrictions on viewing by you, other members of your household, or your or their invitees, and we shall have no liability to anyone due to, or based on, the content of any of the programming furnished to you.

- 25. Arbitration / No Class Action.** Any claim or dispute (whether in contract or tort) arising out of or relating to these Terms of Service, the Services, or any oral or written statements or representations relating to the Services or these Terms of Service (collectively a "Claim") will be referred to and determined by a sole arbitrator (to the exclusion of the courts) whose decision will be final and binding. Unless prohibited by law, you agree to waive any right you may have to commence or participate in any class action suit or proceeding against CFOC arising out of or relating to any Claim and you also agree to opt out of any class proceedings against us. If you have a Claim, you will give written notice to us at the address specified in Section 27, with a copy to General Counsel, Law, 240, 2723 37 Ave, NE Calgary AB, T1Y 5R8. If we have a Claim, we will give you notice to arbitrate at your billing address. Any arbitration of a Claim will be pursuant to such rules as you and we agree and failing agreement will be conducted by a single arbitrator pursuant to the laws and rules relating to commercial arbitration in the province where your Service address is located that are in effect on the date of the notice to arbitrate.
- 26. Credit Checks.** CFOC reserves the right to examine your credit records at any time, whether before or after providing you the Services.
- 27. Contact.** You may contact CFOC via telephone at 1-888-236-2947 via the CFOC website at www.NorthernLightsFiber.ca, by email at Support@CanadianFiberOptics.ca or in writing 240, 2723 37 Ave, NE Calgary AB, T1Y 5R8, Any contact in writing should include your name, the account number and the account holder's name (if different). Questions relating to billing should include an explanation of the suspected error.