

## TERMS AND CONDITIONS

This agreement (the “**Agreement**”) is between PowerBill Utility Billing Solutions Inc. (“**PowerBill**”, “**we**”, “**our**”, and “**us**”) and you, namely the customer identified in the accompanying sign-up sheet (“**Customer**”, “**you**”, and “**your**”). In this Agreement, PowerBill and the Customer shall be collectively referred to as the “**Parties**” and individually as a “**Party**”. This Agreement is effective as of the date of its agreement by you (the “**Effective Date**”). This Agreement integrates and includes the information you provided on the website/program through which you applied for the Internet Services, as described herein.

### **Provision of Internet Services**

**To be eligible to receive Internet Services under this agreement, your location for internet services (“Site”) must be located in the incumbent network operator’s territory that PowerBill relies on. \*\*Please click [HERE](#) to view all serviceable locations.**

If you meet these conditions and this Agreement is enacted, PowerBill will request enrollment from the incumbent network operator. Your Site must be properly set up and equipped to receive the Internet Services from the applicable incumbent network operator that maintains the network to provide Internet Services to your Site.

This Agreement can be ended only under the conditions described herein;

1. A \$10 service fee applies to all service level changes. A free service level change is available every six (6) month of active service. The free offer does not accrue;
2. If you move to another location within Alberta you will still be responsible to buy Internet Services under this Agreement; a. One free move is available to our Customers every two years. Moves more frequent then the two year period are subject to a fee of \$75.00. The free move program is not cumulative;
3. Suspension of Service, i.e. Seasonal Disconnect, an account maintenance fee of \$10 per month of suspended service will be applied. A two (2) month minimum is applicable to all suspensions. Accounts can stay in suspension for as long as desired;
4. The Customer may terminate service for any reason at any time by notifying PowerBill. Cancellation is effective on the date the disconnection request is processed by the incumbent network operator that PowerBill relies on. A credit for any services prepaid past the cancellation date will be issued to the Customer once rental equipment is returned;
5. Your account is intended to be used by the household or business who is registered to the account. It is not intended for resell or transfer to any other person or business;
6. In the event that the Customer is a corporation, the Customer hereby warrants and represents that it has signed up and presented the correct legal name for the corporate entity. In the event that the Customer has not provided the correct legal name for a corporate entity, the Customer hereby explicitly agrees that PowerBill may pursue the correct corporate identity and/or individual directors for the correct corporate entity or, conversely, the individual contact person whose name is on the form used to sign up for Internet Services provision (the “Sign-Up Sheet”) for the Site(s), for any unpaid amounts under this Agreement. One of the individual contact person(s) for the Customer must be a

director within the meaning of the Alberta Business Corporations Act and is hereby also explicitly agreeing to be a Customer within the meaning of this Agreement. For greater certainty, each director who is an individual contact person hereby agrees to personally indemnify PowerBill for any amounts owing under this Agreement;

7. All our services are provided "as is" and "as available" without any warranties or conditions of any kind. We do not guarantee that our services will be uninterrupted and available at all times. Under no circumstances shall PowerBill, its officers, directors, employees, affiliates be liable for any harm, damages, expenses, loss of profits or opportunities that are caused through the use or reliance on our services, regardless of cause; Unlimited usage is provided under fair use basis, and PowerBill reserves the right to terminate service it deems abuses our unlimited service. Fair use means the Customer is to use the service in fair manner consistent with normal residential/small business/office use. PowerBill reserves the right to suspend or terminate service immediately and without advance notice if, in the sole judgement of PowerBill, the customer is in violation of this condition and abusing our unlimited service;
8. PowerBill Internet Services is a prepaid service. The first month service payment is due on sign-up and covers the period starting on the confirmed date of service activation to the day before the same date the following month;
9. We reserve the right to suspend or discontinue the Internet Services generally, or disconnect your service, at any time in our sole and absolute discretion. If we discontinue the Internet Services generally, or disconnect your Internet Services without a stated reason, you will only be responsible for charges accrued through the date of disconnection, including a pro-rated portion of the final service term charges. If your Internet Services is disconnected on account of your breach of any provision of this Agreement, you will be responsible for all charges through the end of the current service term, including unbilled charges, plus the disconnection fee, if applicable, all of which will immediately be due and payable;
10. PowerBill will charge a \$99 activation fee, which will be waived unless the Internet Services are cancelled within 365 days of account activation. If Internet Services are cancelled within 365 days of account activation the activation fee will be pro-rated to the number of complete months Internet Services were in effect. E.g If cancellation occurs 5.5 months after signing up, the pro-rated activation fee is equal to  $\$57.75 ((12-5)/12*99)$ ;
11. PowerBill may rent all required Internet Services hardware to Customers on approved credit (OAC). On cancellation of services, it is the sole responsibility of the Customer to return the rented units to PowerBill within 15 days. PowerBill will credit the Customer's account \$12.00 when the equipment is returned to offset shipping charges. The Customer will be billed for unreturned equipment, which may include some or all of the following;
  - Cable Modem with WiFi Router - 170.00
  - Cable Modem DOCSIS 3.1 - \$200.00
  - Cable modem / DSL Modem - \$100.00
  - VoIP ATA Unit - \$70.00
  - CipherTV Bar (ea) - \$200.00
  - Minim WiFi Router - \$100.00

## **Prohibitions on Use**

PowerBill does not track sites visited or monitor contents of email unless required by law. If PowerBill receives copyright notices from rights holders who are claiming infringement, PowerBill is required, by law, to forward such notices to end-users and Customers. PowerBill will not disclose Customer personal information to a third party unless required to do so by a Court of Law or permitted to do so by this Agreement;

The Customer may not use Internet service(s) to do any of the following:

1. Hack, attack or attempt to cause damage to any network;
2. Knowingly transmit a virus, trojan or other harmful software program;
3. Distribute unsolicited bulk email (spam); or
4. Distribute copyrighted material for which you are not authorized.

## **Credit Requirements**

Before PowerBill arranges to supply Internet Services to your Site, and before this Agreement comes into effect, you must meet our credit requirements and your site must be eligible for Internet Services. By signing this Agreement, you agree to provide us with, and authorize us to request and receive from third parties, reasonable financial and credit information. We shall use such credit information to determine if you meet our credit requirements, which we shall set from time to time at our sole and absolute discretion. Subject to your credit worthiness, we may require a deposit for services, as described herein. You agree to maintain credit worthiness to our satisfaction at all times throughout the Term of this Agreement. In the event that you do not maintain credit worthiness to our satisfaction, we may:

1. request a deposit or
2. cancel this Agreement at any time without notice and at our sole and absolute discretion, at which time PowerBill may utilize any deposit we hold to apply to any outstanding accounts;

You hereby consent to our assessing your credit worthiness at any time prior to, or during, the Term of this Agreement, at our sole and absolute discretion;

You agree that by using the Internet Services and incurring charges for such use, you authorize PowerBill to obtain information about your credit history from credit reporting agencies and credit grantors from time to time. All PowerBill Customers consent to the disclosure of your payment history with PowerBill to such entities at any time.

## **Term and Termination**

This Agreement commences on the date that you agree to it and will continue as long as PowerBill provides Internet Services to you. It may be terminated as described herein;

PowerBill may change, modify, add or remove portions of this Agreement (including any charges or fees within it) at any time and at our sole discretion. Before doing so, however, we will provide you with at least thirty (30) days advance notice of the proposed change. Notice will be considered given and effective on the date posted on [www.peacepower.ca.com](http://www.peacepower.ca.com). Your continued use of our services following such notice is your acceptance of such modifications. The terms as and when posted supersedes all previous electronic and written terms of service. Your use of our Internet Services constitutes your acceptance of this agreement;

Without incurring any liability whatsoever, PowerBill may suspend or terminate any or all of the Internet Services for any reason whatsoever, including, without limitation, where the Customer:

1. Fails to pay an account that is past due, or provides payment by PAP or credit card which is not honoured by Customer's bank;
2. Fails to provide or maintain a reasonable deposit or alternate security when requested to do so by PowerBill;
3. Fails to meet PowerBill's credit requirements, or Customer becomes bankrupt or otherwise insolvent;
4. Uses or permits others to use the Services for a purpose or in a manner that is contrary to law; or for the purpose of making harassing, threatening, abusive, annoying or offensive calls;
5. Charges or allows others to charge any other person for the use of the Services without PowerBill's prior written agreement;
6. Harasses, threatens or otherwise acts unreasonably towards PowerBill, its employees or agents, or in relation to the Services;
7. Uses or permits others to use the Services for resell;
8. Abuses the network with excessive usage as may be solely determined by PowerBill
9. Uses or permits others to use the service for commercial or business use (if the Customer is an individual).

You may cancel/terminate this Agreement on the following terms:

10. You may cancel this Agreement at any time, for any reason, by providing PowerBill with a minimum of ten (10) business days' notice;
11. In the event that you cancel or terminate this Agreement in any other manner or for any other reason than those described herein, you will be responsible for the Internet Services Charge and related costs of any Internet Services supplied to you up to ten (10) business days after the date on which you provide notice of cancellation or termination.

At the termination of this Agreement, for any reason, and after all amounts outstanding have been paid, if there is a credit balance greater than \$5.00 CAD, it will be refunded to you via Interac e-Transfer and sent to the current email address on file at the time of such termination. In the event that there is a balance less than \$5.00 CAD, it shall be written off and the account shall be closed.

Due to the nature of Internet Services provision, certain events may occur beyond our control, which make it impossible for

PowerBill to provide Internet Services as contemplated by this Agreement. In the event that such events occur, we are not responsible for the provision of Internet Services so long as same is impossible; nor are we responsible for compensation for such Internet Services that cannot be provided. We will resume our obligations under this Agreement as soon as reasonably possible in such events and this Agreement will otherwise remain in full force and effect.

## **Billing**

PowerBill will bill you regularly by way of emailing you a monthly billing notification based on the most recent contact information that we have on file for you. You must pay each bill in full. You must enter into a payment agreement acceptable to PowerBill, which may include Pre-Authorized Debit (PAD) withdrawals, and your billing statement will advise you when payment will be taken pursuant to that payment agreement. Payment under this Agreement will be governed by the following terms:

By providing PowerBill with your banking information, you authorize PowerBill to draw or deposit on your account with the branch of the financial institution where you maintain an account. This authorization cannot be cancelled if there is an outstanding billing balance due and payable to PowerBill;

You acknowledge this authorization is provided for the benefit of PowerBill and your bank, and is provided in consideration of your bank agreeing to process payments and credits against your account in accordance with the rules of Payments Canada;

You acknowledge and agree that PowerBill may use your account and PAD details to pay *any* outstanding amounts owed relating to you as a Customer, or your specific Site(s). For greater certainty, you hereby authorize PowerBill to utilize the account and PAD issued under this Agreement to pay outstanding amounts under another agreement for another site, linked to you as a Customer, or another agreement for the same Site, linked to you as a Customer;

You undertake to inform PowerBill, in writing, of any change in the account information provided in this authorization at least 10 days prior to the next due date of the PAD;

You acknowledge that your bank is not required to verify that a PAD has been issued in accordance with the particulars of your authorization including, but not limited to, the amount and further acknowledge that your bank is not required to verify that any purpose of payment for which the PAD was issued has been fulfilled by PowerBill as a condition to honoring a PAD issued or caused to be issued by PowerBill on your account; and

Revocation of this authorization does not terminate any agreement for goods or services that exists between you and PowerBill. Your authorization applies only to the method of payment and does not otherwise have any bearing on the agreement for goods or service.

If we do not receive your payment in full by the due date specified on your bill, you will be charged and must pay interest at the rate of 18% per year (“**Late Charge**”) on all overdue amounts calculated, which Late Charge shall be compounded monthly from thirty (30) days after the date of the invoice until the date that payment is received in full. Returned payments from financial or lending institutions for insufficient funds or any other reason will result in a charge to you of CDN\$25.00 or such higher amount as is charged by the applicable financial or lending institution with respect to such returned payment. You may dispute a bill up to thirty (30) days upon receipt of a bill; it is your responsibility to review and ensure you are being billed on the correct rate and Site and notify us of an error as soon as possible.

### **Limitation and Clarification of Responsibilities and Liabilities**

We do not control and are not responsible for the physical systems that supply your Internet Services, the continuity of your Internet Services supply, or the quality of your Internet Services supply. Other entities control these various mechanisms and they are outside of our control. We explicitly limit, and you expressly agree that we limit, our responsibility and liability for these items. We are only responsible for damages caused directly by our actions and the actions of those for whom we are responsible at law. We are not responsible for punitive, indirect, consequential or special damages, or damages for loss of use, revenue, profits or opportunity. This provision survives cancellation, termination or expiry of this Agreement. The Customer agrees that PowerBill shall not be liable for, and the Customer shall not pursue, a claim for exemplary, special, incidental, indirect, consequential, or punitive damages, or damages relating to loss of goodwill, use, revenue, profit, or opportunity, howsoever caused. The Customer(s) declare and acknowledge themselves to be bound jointly and severally with one another with respect to the fulfillment of all obligations of the Customer pursuant to this Agreement.

If you do not pay your bills on time, we may terminate this Agreement without notice and seek recovery of all related costs. In the event that PowerBill has to commence collection steps on your unpaid bills, you hereby agree to pay, and PowerBill hereby acknowledges that it will charge you, all costs associated with such collection. You will be responsible for, and indemnify PowerBill for, all legal and collection fees (including fees and disbursements paid to our legal counsel on a solicitor and own client basis). In the event that you have unpaid amounts owing at any time, PowerBill may use any deposit paid by you in order to pay same.

### **General**

Notice: If you wish to take action under this Agreement that requires the giving of notice, including providing cancellation or termination notice or updating your contact information, you must do so in writing to the email or mailing address **only** listed in this Section by phone to the phone number **only** listed in this section (any notices of any kind relating to this Agreement provided by voicemail will be of no force or effect). You can only change your name as a party to this Agreement if it is in connection with a valid legal name change. We will provide you with written notice (based on your most current email address on file) of any changes or significant actions we take under this Agreement. You agree that the written notice may be made on your bill, included with your bill or sent by email to your current email address on file. You agree that we may send you market-related information to your email address on file from time to time.

You will have the choice of opting out from such communications. You are responsible for ensuring we have a current record of your contact information and your email address. We are not responsible for any loss you suffer from not receiving a notice because we didn't have your most current contact information or email address. Unless otherwise provided in this Agreement, any such notice to either Party shall be deemed to have been duly given and received when delivered personally or upon the completion of the electronic or fax transmission. Any party may give notice of change of address to the other parties in the same manner as set out above and

once such notice is given, all future notices and communications to that party will be given to the new address. You may add another person to your account who you would like to be authorized to make decisions regarding your account (a "**Contact Person**"). You agree that PowerBill may fully rely on and that you will be bound by the decisions, information and directions provided to PowerBill by such other person. This can include contacting us to discuss the bill, making decisions about service levels or update banking or personal information (such as email address etc.). The Contact Person may not open or close an account in your name. The Contact Person's name will not be displayed on the bill but will be noted in our records.

**Email:** [customercare@powerbill.ca](mailto:customercare@powerbill.ca)

**Mail:** Suite 760, 11012 Macleod Trail SE, Calgary AB T2J 6A5 **Phone:** 1-855-637-2868

**Execution:** This Agreement may be executed in any number of counterparts by any one or more of the Parties. Each executed counterpart shall be deemed to be an original and such counterparts shall together constitute one and the same Agreement. Digital execution shall constitute execution of this Agreement and shall be of the same force and effect as if this Agreement was executed by hand. By indicating that you agree to the terms and conditions in this Agreement, you are indicating that you are bound by and accept same;

**Non-Waiver:** No provision of this Agreement shall be deemed to be waived unless such waiver is in writing. Any waiver of any default committed by any of the Parties in the observance or the performance of any part of this Agreement shall not extend to or be taken in any manner to affect any other default;

**Class Action:** You hereby waive any right you may have to commence or to participate in any class action against PowerBill or any party affiliated with PowerBill related to any claim where such a waiver is permitted. Where applicable and permitted, you also agree to opt out of any class proceedings against PowerBill or any party affiliated with PowerBill;

**Ensurement:** This Agreement shall ensure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and assigns;

**Severability:** If any provision of this Agreement is held to be invalid or unenforceable, in whole or in part, this Agreement shall be construed without such provision or applicable part of the provision;

**Survival:** Sections herein that, by their nature, should survive the termination of this Agreement shall not conclude on the termination of this Agreement, but shall survive and continue in full

force and effect for the benefit of, and shall be binding upon, the Parties following the end of the Term;

**Authority:** You agree that you are the account holder in relation to the Site, or are authorized by the account holder in relation to the Site, and have the authority to enter into this Agreement. We are relying on that authority for the purposes of this Agreement;

**Time:** Time shall be of the essence for this Agreement;

**Governing Law and Attornment:** This Agreement is governed according to the laws of the Province of Alberta and the laws of Canada that apply in Alberta. The Parties hereto explicitly agree to the exclusive jurisdiction of the courts of the Province of Alberta and, particularly, the judicial centre of Edmonton, without regard to conflict of laws provisions.