



Network Access Agreement and Grant of Access License for

NanoFibre Networks Inc. Network (the “Network”)

Terms of Services

This is a legal agreement between you and NanoFibre about the physical connection of the address of the premises that you have provided to NanoFibre for service (the “Premises”) to the Network. You should ensure that you understand the contents of this agreement prior to ordering any services from any organization who offers same on the Network (“Service Provider”). Services include telephone, television, internet, data back up, security monitoring and other services that may be offered on the Network from time to time (the “Services”) and you will have to enter into an agreement directly with the Service Provider for the Services. By activating the Services, you are deemed to have agreed our terms of service below.

You agree that:

By registering for Services, you acknowledge that you have read, understood and agree to the terms of service set out in this document (collectively the “Agreement”). If you do not wish to be bound by the Agreement or any changes which may be made by NanoFibre from time to time, do not activate or use the Services and immediately contact NanoFibre. NanoFibre may change the Agreement from time to time and will renew the Agreement at www.nanofibre.ca. All changes take effect immediately.

YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING INFORMATION POSTED ONLINE AND IF YOU USE SERVICES ON THE NANOFIBRE NETWORK, YOU ARE DEEMED TO HAVE ACCEPTED THIS AGREEMENT.

In addition to the terms contained in this Agreement, this Agreement also includes the Acceptable Use Policy found at www.nanofibre.ca/legal.

If you do not own the Premises, you must also provide us with the landlord’s consent signed by the owner of the Premises. You may obtain the required form entitled “Landlord’s Consent” on our website at www.nanofibre.ca/legal.

NanoFibre recommends that you print a copy of this Agreement and the Acceptable Use Policy which is part of this Agreement.

This Agreement governs the physical connection between the Premises and the Network and any devices or equipment including, without limitation, the Digital Residential Gateway, an Analog Telephone Adaptor, fiber optic cables, electronic access portals, Ethernet devices and software and equipment used in conjunction with accessing the Network (collectively, the "Equipment").

This Agreement is the entire agreement between you and NanoFibre. You may also have an agreement with the Service Provider. NanoFibre owns the Network and this is the agreement that governs your physical access to it. NanoFibre is not responsible for the Services of other Service Providers.

Property Access for Equipment Installation

1. In consideration of NanoFibre agreeing to connect the Property to the Network, you grant to NanoFibre, a non-exclusive license to access the Premises to install, repair, replace and maintain the Equipment ("NanoFibre's Access License").
2. NanoFibre's Access License is irrevocable with respect to the exterior of the Premises.
3. With respect to the interior of the Premises, NanoFibre's Access License remains in effect until the Agreement is terminated and the Equipment has been removed by NanoFibre, or returned by the Customer.
4. NanoFibre's Access License runs with the land.
5. You warrant that you are either the owner of the Premises or that you have the authority to grant NanoFibre's Access License. If you are not the owner, the Landlord's Consent must be provided to NanoFibre prior to an appointment being made for the installation of the equipment.
6. Service Calls required to attend to NanoFibre equipment on a business connection will be answered within 24 hours and calls to a residential connection will be scheduled on the next business day.

Use of the Network

1. The Equipment is provided solely for your use of the Services and will, at all times, remain the exclusive property of NanoFibre. You may use the Equipment only at the Premises and may not move the Equipment from the Premises without NanoFibre's prior written consent.
2. You are responsible for the safekeeping of the Equipment. If, while in your care, the Equipment is damaged, lost or stolen, you agree to pay NanoFibre the full cost, including costs incurred by NanoFibre to recover, repair and replace the Equipment as well as any legal or collection costs. You agree that NanoFibre

may require your Service Provider to bill you for those costs or may bill you directly. This provision survives the termination of this Agreement.

3. 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.
4. You may not sell, share, license, sub-license, assign or otherwise allow others who do not live in the Premises to use or have any access in any form whatsoever to the Equipment, the Network or any signal emanating from the Equipment or the Network. You agree that if you connect any equipment or technology of any kind which emits a wireless signal, you must secure that signal to ensure that no one outside of the Premises has access to that wireless signal. **BREACH OF THIS OBLIGATION WILL SUBJECT YOU TO A CHARGE EQUIVALENT TO YOUR LATEST MONTHLY FEE FOR ALL SERVICES MULTIPLIED BY THE NUMBER OF OTHER PREMISES WITHIN 50 METRES OF THE PREMISES MULTIPLIED BY THE NUMBER OF DAYS SUCH SIGNAL HAS NOT BEEN SECURED. THIS WILL BE ADDED TO YOUR BILL FROM YOUR SERVICE PROVIDER OR MAY BE BILLED DIRECTLY BY NANOFIBRE TO YOU.**
5. All equipment and devices you use to access and use the Services or that you use in connection with the Services (collectively, "Your Equipment") shall be and remain your responsibility. NanoFibre is not responsible for the operation or use of Your Equipment, including without limitation, the compatibility of Your Equipment with the Equipment or the Services.
6. The Network may only be used in accordance with NanoFibre's Acceptable Use Policies.
7. The Equipment, as well as technology and processes used in connection therewith may be subject to intellectual property rights reserved by NanoFibre or third parties. Nothing contained in this Agreement shall grant to you any right, license, title or ownership of or to any intellectual property rights of NanoFibre or any third party.
8. You agree not to copy, display or use in any manner any trademarks without NanoFibre's express prior permission. Other product, information or company names mentioned herein may be the registered trade-marks or trade-marks of their respective owners.

Services

1. NanoFibre does not warrant the quality, condition or content of any of the Services. You acknowledge that there may be programming content or other content that you may find offensive and you agree that viewing or use of such content is at your own risk.
2. From time to time, NanoFibre or its agents may inspect the Equipment at any time for any duration of time, without notice or liability to you in order to install, inspect, repair, replace or to perform necessary maintenance on the Equipment or the Network, or for other technical reasons as may be required.

3. You agree to provide NanoFibre access to the Equipment (including reasonable access into the Premises) as may be reasonably necessary under the circumstances. NanoFibre is only required to provide you reasonable notice if NanoFibre needs access to the interior of the Premises.
4. You understand that the Network does 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 NanoFibre to reset or reconfigure the Equipment or the Network to reactivate your access to the Services.
5. **NanoFibre does not warrant uninterrupted access to the Network or uninterrupted use of the Services.**

Change of Address

If you are moving, you are responsible to notify NanoFibre at least 30 days prior to the date you are moving and, upon demand, you must return all Equipment to NanoFibre.

Termination

1. If you want to terminate access to the Network, or unsubscribe from any services, you must contact NanoFibre to advise of same and provide 14 calendar days notice. Upon termination of any services, we may request you to return the equipment and it is your responsibility to return all equipment installed by NanoFibre to NanoFibre's office at 1164 Windermere Loop Road, Invermere, BC, V0A 1K3.
2. You agree that if this Agreement is terminated for any reason, you will, upon demand, permit NanoFibre to access the Premises at a mutually agreed upon time to remove the Equipment and any other materials provided by NanoFibre. You agree that if NanoFibre does not remove the Equipment, NanoFibre has not abandoned them and may, at any time elect to remove same upon reasonable notice to you.
3. NanoFibre may restrict, block, suspend or terminate access to the Network immediately where you:
 - a. fail to provide NanoFibre with reasonable entry and access to install, inspect, repair, replace or to perform necessary maintenance on the Equipment, or NanoFibre's facilities or the Network;
 - b. are in breach of any term or condition of this Agreement including NanoFibre's Acceptable Use Policy; or
 - c. if you relocate, alter, abuse or disconnect the Equipment.
4. NanoFibre will attempt to notify you using the information shown on your account stating the reason and date scheduled for the suspension or termination.
5. NanoFibre will not provide you notice of a proposed restriction, block, suspension or termination:
 - a. if immediate action must be taken to protect NanoFibre's facilities, Equipment, or Network, or if suspension is required by legal requirement, court order, ordinance or regulatory authority;

- b. if NanoFibre believes that extreme circumstances exist, or that there is an abnormal risk of loss involved in delaying the suspension or termination; or
 - c. if you misuse or abuse or permit others to misuse or abuse the access to the Network for purposes that are contrary to law or this Agreement including NanoFibre's Acceptable Use Policy; or
 - d. in an emergency situation.
6. If Network access is restricted, blocked, suspended or terminated for cause, NanoFibre is not obligated to restore it. If NanoFibre agrees to restore access to the Network, a charge may be applied.

Liability

1. YOU ACKNOWLEDGE AND AGREE THAT:

- a. The Equipment contains components that are inherently dangerous, particularly to vision. Fiber optic light can severely damage your vision or blind you very quickly. You should not look directly at the end of the fibre or into the Digital Residential Gateway. You are solely responsible to ensure the safety of others inside the Premises with regard to the Equipment.
- b. NanoFibre shall not be liable for:
 - 1. any interruption or unavailability of the network service, 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 NanoFibre including acts of God, inclement weather (including lightning), power failures or surges, 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. NanoFibre's failure, for any reason, to activate your Network access on the activation date you requested or date provided to you by NanoFibre;
 - 6. any defacement of, or damage to, the Premises resulting from the attachment of any instruments, apparatus or associated wiring or the Equipment, or removal thereof, when such defacement or damage is not wholly caused by NanoFibre's negligence; and
 - 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 thereafter become incompatible with the Equipment or the Services.

2. **NANOFIBRE'S LIABILITY IS LIMITED AS UNDER NO CIRCUMSTANCES SHALL NANOFIBRE, ITS PARTNERS OR ASSOCIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SERVANTS OR AGENTS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING PHYSICAL INJURY, LOSS OF PROFITS AND LOSS OF BUSINESS OPPORTUNITIES, THAT RESULT IN ANY WAY FROM THIS AGREEMENT, INCLUDING USE OF THE EQUIPMENT 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. **NANOFIBRE SHALL NOT BE LIABLE FOR, AND YOU SHALL INDEMNIFY AND SAVE NANOFIBRE HARMLESS NANOFIBRE 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 Equipment 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 Equipment or the services including any physical injury arising from the Equipment.

Limited Warranty

ALL EQUIPMENT AND THE NETWORK ACCESS PROVIDED BY NANOFIBRE IS "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. NANOFIBRE DOES NOT WARRANT:

1. UNINTERRUPTED USE OR OPERATION OF THE EQUIPMENT OR THE NETWORK.
2. ANYTHING ABOUT THE SERVICES INCLUDING WHETHER THEY WILL OPERATE AS SUGGESTED BY THE SERVICE PROVIDER OR THAT THE CONTENT WILL BE APPROPRIATE FOR YOUR NEEDS.

3. 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 IS FREE OF DEFECT, ERROR OR VIRUSES.

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 QUALITY 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

1. Any disputes or claims ("Claims") whatsoever between you and NanoFibre 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 NanoFibre Networks Inc. at 1164 Windermere Loop Road, RR3, Invermere, BC V0A 1K3 or by fax to 866-340-8449. Arbitration will be conducted by one arbitrator pursuant to the laws and rules relating to commercial arbitration in the province of British Columbia. You agree to waive any right you may have to commence or participate in any class action against NanoFibre related to any claim, where applicable you also agree to opt out of any class proceedings against NanoFibre. If NanoFibre has a claim, NanoFibre will give your notice to arbitrate at the Premises. Arbitration of claims will be conducted in such forum and pursuant to such rules as you and NanoFibre agree upon and failing agreement will be conducted by one arbitrator pursuant to the laws and rules relating to commercial arbitration in the province of British Columbia. If the claim relates to a matter that should be brought before the Canadian Radio-Television and Telecommunications Commission (CRTC), you agree that the CRTC will resolve the claim.
2. This Agreement shall be governed by and construed in accordance with the laws of the province where the Premises are located and the federal laws of Canada applicable therein and you hereby consent to the exclusive jurisdiction of those courts. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes and replaces any and all prior written or verbal agreements.

General

1. You may not assign, resell or transfer the Equipment or the services to any person without prior written consent of NanoFibre. This Agreement will enure to the benefit of, and be binding upon, your respective heirs, executors, administrators, successors and permitted assignees and for the purpose of NanoFibre shall benefit

to any party that controls, is controlled by or under common control with NanoFibre.

2. NanoFibre may assign this Agreement or any of its rights hereunder in whole or in part at any time without your consent.
3. Upon termination of this Agreement, all accrued obligations or liabilities and the provisions which by their nature are intended to continue beyond such termination will remain in effect.
4. The failure of either party to insist upon strict interpretation of this Agreement or to exercise any options herein, 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.

Confidentiality

NanoFibre may disclose any information as is necessary to:

- a. satisfy any legal, regulatory or other governmental request;
- b. operate the Services properly;
- c. or protect NanoFibre or its customers, in accordance with the guidelines set out in our Privacy Policy.