



AIRTEL AIRSUPPLY TERMS AND CONDITIONS

The following provisions are incorporated into and form part of the Service Agreement.

Basic Definitions

In this agreement:

- (1) “**we**”, “**us**”, “**our**”, and “**Airtel**” mean Airtel Wireless Ltd. and its affiliates.
- (2) “**you**” and “**your**” mean an Airtel account holder.
- (3) “**Handset**” means any phone, device, accessory or other product that Airtel sells you or that is active on your account with Airtel.
- (4) “**Services**” means all services Airtel provides to you or agrees to provide to you.
- (5) “**Service Agreement**” means the AirSupply Customer Service Agreement between you and Airtel.
- (6) “**users**” means your employees, representatives and other individuals who use any of the Services on or through your account with Airtel.

Airtel’s Policies

You and your users must comply with the Service Agreement and all of Airtel’s business policies, practices and procedures, including, without limiting the generality of the foregoing, Airtel’s Acceptable Use Policy and Airtel’s Privacy Policy (collectively, the “**Policies**”), a copy of which is accessible at www.airtelwireless.ca. The Policies are subject to change at anytime without notice to you.

Users

You must cause your users to comply with the Service Agreement (including these Terms and Conditions and all other documents which form part of the Service Agreement) and the Policies. You will be responsible and liable for any breach by you or any of your users of any term or provision of the Service Agreement (including these Terms and Conditions and all other documents which form part of the Service Agreement) or the Policies.

Term and Early Termination Fees

For each Handset you terminate prior to the end of the term of the Service Agreement, or which Airtel terminates prior to the end of the term of the Service Agreement for cause, you will be charged the lesser of: (a) an early termination fee of \$200.00 per Handset, or (b) the monthly and other fixed fees you otherwise would have paid to Airtel for the remainder of the term of the Service Agreement for that Handset. Other fees and charges may apply on termination. Upon expiration of the term of the Service Agreement, the Service Agreement will continue thereafter on a month-to-month basis until such time as you renew or extend the term of the Service Agreement, you enter into a new Service Agreement with Airtel or the month-to-month arrangement is terminated by either you or Airtel.

Airtel’s Right to Suspend Services or Terminate the Service Agreement

Airtel may, without notice to you, suspend any Service and/or terminate the Service Agreement at any time if you or any of your users: (a) fails to pay any amount owing to Airtel as and when due, (b) harasses or threatens any of Airtel’s employees, contractors or representatives, (c) provides false, inaccurate or unverifiable information to Airtel, (d) interferes with any of the Services or Airtel’s operations or network, (e) uses (or is suspected to have used) any Services or Handsets in any manner restricted by or inconsistent with the Service Agreement (including the Policies or any document which forms part of the Service Agreement) or applicable law, (f) breaches any term or provision of the Service Agreement (including any document which forms part of the Service Agreement), (g) becomes insolvent or bankrupt, (h) modifies a Handset from its manufacturer specifications, or (i) uses a non-authorized Handset on Airtel’s network. Additionally, Airtel may, without notice to you, suspend any Service and/or terminate the Service Agreement at any time if Airtel believes, in its sole discretion, that terminating the Service Agreement is necessary to protect the interests of Airtel or any of Airtel’s customers or Airtel’s network or equipment.

Your Right to Terminate the Service Agreement

You may terminate the Service Agreement at any time by providing written notice of termination to Airtel at least 5 business days prior to the 24th day of the month. Unless the notice of termination provides otherwise, the Services will be terminated immediately upon receipt by Airtel of the notice of termination. If Airtel receives the notice of termination at least 5 business days prior to the 24th day of any month, then the termination date of the Service Agreement will be the 20th day of the month in which notice is received by Airtel notwithstanding that the Services have been earlier terminated; if such notice of termination is not received by Airtel at least 5 business days prior to the 20th day of any month, the termination date of the Service Agreement will be the 20th day of the month immediately following the month in which notice is received by Airtel notwithstanding that the Services have been earlier terminated. You will be responsible for all fees and charges up to and including the termination date of the Service Agreement, including all early termination fees and other fees and charges, as applicable. If Services are terminated before the end of a monthly invoicing period, you will not receive a credit or refund for any unused Services. You will be responsible for contacting your financial institution to cancel any direct debit or credit card authorizations relating to your account with Airtel.



Credit Information

You must maintain satisfactory credit as required by Airtel. You will provide all information reasonably requested by Airtel to enable Airtel to assess your credit, and will complete any credit applications provided by Airtel, for the purpose of investigating your credit from time-to-time. You authorize Airtel to collect, use, disclose and rely upon the credit information you supply, the information in credit applications, any data available from commercial credit reference services, and other information (such as your payment history with Airtel and other entities) to determine whether to provide or continue to provide you with Services. Services offered to you may vary based on your current credit/credit rating status and your previous credit rating and credit history. Airtel may, at its sole discretion, at any time, based on your current credit/credit rating status or credit history, withdraw or change the Service Agreement, or place restrictions or conditions on your and your users' use of Services.

Restrictions on Using Services

You and your users must not use any of the Services: (a) in any manner that is illegal, fraudulent, threatening, abusive, defamatory, or obscene, (b) in a way that could cause damage or adversely affect Airtel or any of Airtel's network, property, Services, reputation or customers and subscribers, (c) to communicate any unsolicited commercial voice mail, text, SMS, or other message, (d) to sell any of the Services to a third party (i.e. earn revenue from the Services), (e) to infringe or violate the intellectual property rights or other rights of a third party, (f) to upload or transmit any "virus", "worm", or malicious code, or (g) in contravention of any of the Policies (including Airtel's Acceptable Use Policy and Airtel's Privacy Policy) or any other document which forms part of the Service Agreement.

Monitoring and Disclosure

Airtel has no obligation to monitor any information or content accessible, transmitted or posted through or to the Services. Airtel may monitor your use of the Services electronically from time to time and disclose to any third party any information necessary to: (a) satisfy any legal, regulatory or other government request, (b) operate or provide the Services, or (c) protect Airtel, Airtel's customers and subscribers in accordance with the Policies. Airtel reserves the right to refuse to transmit or post, or to remove or limit access to, any information or content in whole or in part that violates the Service Agreement or is otherwise deemed objectionable by Airtel in its sole discretion.

Handset and Accessories

You must purchase, install and maintain, at your cost, the Handsets and all other equipment required to access and use the Handsets and Services. You must only use Handsets and equipment that are compatible with the Services. Airtel does not manufacture its Handsets and accessories and therefore provides only a limited 90 day warranty on Handsets and accessories sold through Airtel (the "Covered Products"). Airtel warrants that the Covered Products will operate substantially in accordance with the documentation provided with those products for 90 days from the date of purchase. This 90 day warranty covers only material defects in the Covered Products. Any physical or cosmetic damage, any damage to antennas, any damage caused by moisture, and any damage caused by not using or protecting the products as described in the documentation provided with those products, is not covered by this 90 day warranty. Only Airtel certified technicians can assess damage; if the Covered Products are opened by anyone other than Airtel's certified technicians, the foregoing 90 day warranty will be void. All warranty claims must be made by returning the defective product to Airtel within 90 days from the date of purchase. A loaner product may be made available to you, depending on the defect, damage and availability. If Airtel concludes that your product is covered by the 90 day warranty, Airtel will repair or replace the product at Airtel's expense: THIS IS YOUR SOLE REMEDY FOR ANY BREACH OF THE 90 DAY WARRANTY.

Airtel's network and Handsets when programmed correctly will receive wireless text/data transmissions from other carriers, but Airtel will not be responsible for those transmissions or the other carriers' services. Airtel may update or change the software, settings, specifications and features of the Handsets from time-to-time, and you hereby authorize Airtel to do so.

Except for any legal right you may have to transfer your Airtel phone number to another carrier, you do not and will not have any proprietary, ownership or any other right to any phone number, identification number, e-mail address or other identifier Airtel assigns to you or your users or to your Handsets or to your account, and Airtel may change any of the foregoing at any time upon notice to you. You and your users must not alter or tamper with any identification, signaling or transmission component or feature of any Handsets or equipment used in connection with the Services.

You are solely responsible for your account with us and for maintaining the security of all of your and your users' account numbers, names and passwords.

Network Coverage

Airtel does not guarantee uninterrupted wireless radio telecommunication services in any of Airtel's markets. Service may be temporarily limited or refused due to radio network limitations, environmental conditions, force majeure, radio telecommunication network interferences or any other reason within or outside of Airtel's control. Airtel's wireless network coverage maps are accessible on Airtel's website at www.airtelwireless.ca. The specific wireless network coverage you receive



depends on wireless radio telephone transmissions your Handset sends and receives and Services you have chosen. Airtel's wireless network coverage maps provide estimates of Airtel's wireless network coverage areas when using Services outdoors under optimal conditions. Wireless network coverage is not available everywhere. Estimating wireless network coverage and signal strength is not an exact science. There are gaps in coverage within Airtel's estimated wireless network coverage areas that, along with other factors both within and beyond Airtel's control (e.g., network problems, software, signal strength, your Handset, structures, buildings, weather, geography, topography, etc.), may result in dropped and blocked connections, slower data speeds, or otherwise impact the quality of Service. Services that rely on location information, such as 911 and GPS navigation, depend on your Handset's ability to acquire satellite signals (typically not available indoors) and network wireless coverage.

Changes

Airtel may modify, suspend, restrict, or cancel any or all of the Services or take corrective action at anytime without prior notice to you and for any reason, including installation of required updates to the Services or the Handsets. Airtel may also amend the Service Agreement at any time and from time to time, which changes will become effective upon posting to the Airtel website or to your account. To stay up-to-date, please contact us at connect@airtelwireless.ca and we will e-mail you the latest version of the Service Agreement or you may access Airtel's website at www.airtelwireless.ca.

Fees and Billing

You must pay all charges set out in the Service Agreement and all other agreements between you and Airtel. You are liable for all charges to your account, regardless of who incurred the charges. Certain Services may also be subject to an additional charge (for example: changing phone numbers, handset upgrades, etc.); you will be provided with notice of these charges before Airtel provides the requested service. Certain other services, if available (such as roaming outside of Airtel's coverage area), will also be subject to additional fees, charges, terms and conditions.

Invoices will contain itemized details of your monthly charges. The invoices will reflect monthly recurring charges (usually invoiced one cycle in advance) and usage/transaction specific charges (usually invoiced in the cycle in which they are incurred). Invoice cycles and dates may change from time to time. Your invoice may also include other important notices (for example, changes to the Service Agreement or to your Services, legal notices, etc.). Your invoice will not include individual call detail.

Your Payment and Late Fees

Payment is due to Airtel in full as of the due date specified on your invoice. If not otherwise specified on the invoice, payment to Airtel for the first three months of a fixed term contract must be made in advance. If Airtel does not receive payment in full by the due date specified on your invoice, you will also pay Airtel simple interest on all overdue amounts at a rate of 18% per year, calculated from the due date for payment until the date all overdue amounts are paid in full. Airtel will also charge you fees and costs associated with the collection by a collection agency of any unpaid balances owing by you to Airtel plus an administration fee. Airtel will charge \$35.00 for each non sufficient funds (NSF) cheque or other payment paid by you and denied for any reason by a financial institution. Acceptance of payments (even if marked "paid in full") does not waive Airtel's right to collect all amounts that you owe Airtel. Airtel may restrict your payment method to certified cheque, bank draft, or other similar secure form of payment at any time for any reason. If your account is de-activated, a re-activation fee of the lesser of \$25.00 per Handset or \$95.00 per hour to a maximum of two hours will apply.

Disputed Charges

If you believe there has been an error in a charge posted to your credit card or in an invoice, you must so notify Airtel within 30 days after the charge has been posted to your credit card, or within 30 days after receiving the invoice, whichever is later. If you fail to so notify Airtel, then the charge will not be adjusted.

Taxes

You must pay all federal, provincial and local sales and other taxes, fees, charges and other assessments that Airtel is required by law to collect and remit for the Services and Handsets provided to you. These taxes, fees, charges and assessments may change from time to time without advance notice to you. If you are claiming an exemption from the payment of any taxes, you must provide Airtel with a valid exemption certificate. Tax exemptions generally will not be applied retroactively.

Protecting Airtel's Network and Services

Airtel may take any action to: (a) protect Airtel's network, Airtel's rights and interests, or the rights of others, or (b) optimize or improve the overall use of Airtel's network and Services. Some of these actions may interrupt or prevent legitimate communications and usage.

If Your Handset Is Lost, Stolen or Damaged

You must contact Airtel immediately if your Handset is lost, stolen or damaged. You will remain responsible for all usage charges for lost, stolen or damaged Handsets, until Airtel deactivates those Handsets after receiving written notice (via fax or email) from you that the Handsets were lost, stolen or damaged. Airtel will



not waive any early termination fees or charges if you choose to terminate Services as a result of the loss, theft or damage of your Handset. You are responsible for the cost of replacing the Handset should you choose to continue Services under the Service Agreement.

Disclaimer

THE SERVICES, HANDSETS AND ALL INFORMATION AND CONTENT PROVIDED TO YOU IN CONNECTION WITH THE SERVICE AGREEMENT (COLLECTIVELY, THE "AIRTEL PRODUCTS AND SERVICES") ARE PROVIDED BY AIRTEL ON AN "AS IS" AND "AS AVAILABLE" BASIS. AIRTEL MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE AIRTEL PRODUCTS AND SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE AND THAT OF ANY OF YOUR USERS OF THE AIRTEL PRODUCTS AND SERVICES IS AT YOUR SOLE RISK.

TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW, AIRTEL DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE AIRTEL PRODUCTS AND SERVICES, INCLUDING ANY REPRESENTATION, WARRANTY, CONDITION AND GUARANTEE OF MERCHANTABILITY, DURABILITY, NON-INFRINGEMENT AND FITNESS FOR ANY PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AIRTEL DOES NOT REPRESENT OR WARRANT THAT:

- a) THE AIRTEL PRODUCTS AND SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS;
- b) THE AIRTEL PRODUCTS AND SERVICES WILL BE SECURE, ERROR-FREE OR UNINTERRUPTED;
- c) THE AIRTEL PRODUCTS AND SERVICES WILL BE AVAILABLE AT ANY SPECIFIC TIME OR IN ANY GEOGRAPHIC LOCATION;
- d) MESSAGES OR CONTENT WILL BE RECEIVED OR TRANSMITTED THROUGH THE AIRTEL PRODUCTS AND SERVICES; AND
- e) THE POSITIONING-DERIVED DATA OBTAINED WHEN USING AIRTEL'S PRODUCTS AND SERVICES WILL BE ACCURATE, PRECISE, OR AVAILABLE.

NEITHER AIRTEL NOR AIRTEL'S VENDORS, SUPPLIERS OR LICENSORS WILL BE LIABLE OR RESPONSIBLE FOR ANY DAMAGES RESULTING FROM:

- a) ANYTHING DONE OR FAILED TO BE DONE BY YOU, ANY OF YOUR USERS OR A THIRD PARTY;
- b) PROVIDING OR FAILING TO PROVIDE SERVICES;
- c) DEFICIENCIES, ERRORS OR PROBLEMS WITH A HANDSET OR NETWORK COVERAGE (FOR EXAMPLE, DROPPED, BLOCKED, INTERRUPTED CALLS/MESSAGES, ETC.);
- d) PHYSICAL INJURIES, DEATH, OR ANY OTHER DAMAGE OR INJURY RESULTING DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH THE USE OF ANY OF THE AIRTEL PRODUCTS AND SERVICES, INCLUDING INJURIES, DEATH OR DAMAGE CAUSED IN TRAFFIC OR OTHER ACCIDENTS, AND INCLUDING ANY HEALTH-RELATED CLAIMS RELATING TO ANY OF THE AIRTEL PRODUCTS AND SERVICES;
- e) DATA CONTENT OR INFORMATION ACCESSED WHILE USING AIRTEL PRODUCTS AND SERVICES;
- f) AN INTERRUPTION OR FAILURE IN ACCESSING OR ATTEMPTING TO ACCESS EMERGENCY SERVICES FROM A HANDSET, INCLUDING THROUGH 911;
- g) INTERRUPTED, FAILED, OR INACCURATE LOCATION INFORMATION SERVICES;
- h) INFORMATION OR COMMUNICATION THAT IS BLOCKED BY A SPAM FILTER; OR
- i) FORCE MAJEURE (I.E., OCCURRENCES BEYOND AIRTEL'S CONTROL, SUCH AS WEATHER-RELATED PHENOMENA, FIRE, EARTHQUAKE, HURRICANE, RIOT, STRIKE, WAR, TERRORISM OR GOVERNMENT ORDERS OR ACTS, ETC.).

UNDER NO CIRCUMSTANCES WILL AIRTEL BE LIABLE OR RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES OR OTHER LOSS OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO THE AIRTEL PRODUCTS AND SERVICES, THE SERVICES OR THE SERVICE AGREEMENT, INCLUDING THOSE ARISING FROM MISTAKES, ERRORS, DELAYS, INTERRUPTIONS OR OMISSIONS IN THE TRANSMISSION OF MATERIAL OR MESSAGES, WHETHER NEGLIGENT OR OTHERWISE, WHICH WOULD OTHERWISE GIVE RISE TO A CAUSE OF ACTION IN CONTRACT, TORT OR ANY OTHER DOCTRINE IN LAW OR EQUITY.

Limited Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SERVICE AGREEMENT, AIRTEL'S TOTAL LIABILITY TO YOU UNDER THE SERVICE AGREEMENT OR IN CONNECTION WITH THE SERVICES OR AIRTEL PRODUCTS AND SERVICES WILL BE LIMITED TO THE FEES YOU PAID TO AIRTEL (WHETHER DIRECTLY OR INDIRECTLY THROUGH A DISTRIBUTOR) FOR SERVICES IN THE 6 MONTHS IMMEDIATELY PRIOR TO THE FIRST EVENT GIVING RISE TO THE LIABILITY.

Indemnification

You will indemnify, defend and hold Airtel and its officers, directors, employees, contractors and representatives harmless from any claims arising out of your actions and the actions of any of your users, including, but not limited to, failing to provide appropriate notices regarding location-sensitive services, failure to safeguard your passwords or other account information, or breaching or violating the Service Agreement or any applicable law or regulation.

Providing Notice to Each Other Under the Service Agreement



Except as otherwise provided in the Service Agreement, you will provide Airtel notice by either phoning or writing Airtel. Airtel will provide you notice as follows: in writing with your invoice or by notice in writing to you at your last known billing address or to the fax number or e-mail address you have provided to Airtel, or by phoning you on your home or business phone or your Handset.

To Contact Airtel

By Telephone: (403)257-7100

By Fax: (403)257-7101

e-mail: connect@airtelwireless.ca

In Person: #111, 3851 Manchester Road S.E. Calgary, AB

By Mail: #111, 3851 Manchester Road S.E. Calgary, AB T2G 3Z8

Law and Dispute Resolution

The Service Agreement will be governed by and construed in accordance with the laws in effect in the Province of Alberta. All disputes arising out of or in connection with the Service Agreement will be referred to and exclusively resolved with finality by arbitration administered in accordance with the provisions of the Alberta *Arbitration Act* by the Alberta courts of law in Calgary, Alberta; provided however, that a party may apply to a court of competent jurisdiction for interim protection or equitable relief such as an interlocutory or interim injunction.

Severability

The invalidity or unenforceability of any term or provision of the Service Agreement will not affect any other term or provision of the Service Agreement; if any term or provision is found to be invalid or unenforceable, the remaining terms and provisions of the Service Agreement will continue in full force and effect. Further, the parties will negotiate in good faith to substitute into the Service Agreement, such term and provision that will be as close as possible to the intention of any invalid or unenforceable term or provision.

Assignment and Sublicensing

You may not assign or sublicense the Service Agreement or any of your rights under the Service Agreement or the Services without Airtel's prior written consent, which may not unreasonably be withheld. The Service Agreement is assignable by Airtel without your consent.

Enurement

The Service Agreement will enure to the benefit of and be binding upon you and upon Airtel and upon your and Airtel's lawful successors and permitted assigns.