

EASTLINK STREAM AND EASTLINK MOVIE PLAYER TERMS OF SERVICE

IMPORTANT - PLEASE READ THE FOLLOWING TERMS AND CONDITIONS (“TERMS”) CAREFULLY BEFORE PROCEEDING WITH THE DOWNLOADING, INSTALLATION AND/OR USE OF EASTLINK STREAM OR EASTLINK MOVIE PLAYER. THIS DOCUMENT IS A LEGAL AGREEMENT BETWEEN YOU AND BRAGG COMMUNICATIONS INC. (“EASTLINK”) AND CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU (INCLUDING PROVISIONS THAT LIMIT OUR LIABILITY AND SET NOVA SCOTIA AS THE JURISDICTION FOR DISPUTES).

1. Introduction

Eastlink Stream and Eastlink Movie Player (collectively, the “Services”) are video streaming services provided by Eastlink and its affiliates (collectively, “us”, “we”, “our” or “Eastlink”) that allow Eastlink television customers to view movies and other content (collectively, the “Content”) via a web portal or tablet/mobile device applications (collectively, the “Software”). No other services or software, and no maintenance, technical support or other services are provided to you under these Terms.

Eastlink Stream permits Eastlink television customers to access a portion of the content available on certain of the television channels to which you subscribe via Eastlink’s television service (please note that changes to your subscription may not be reflected until the next day). Due to the underlying rights granted to Eastlink by its content suppliers, all Content is not available on all platforms and users should use Wi-Fi or their Internet service to view the Content as some of the Content cannot be viewed over cellular networks.

Eastlink Movie Player permits Eastlink television customers to rent movies via the Eastlink Movie Player Library web portal and watch them on your computer, tablet or smartphone an unlimited number of times during a twenty-four (24) hour, forty-eight (48) hour, seventy-two (72) hour, or other viewing period established by Eastlink (depending on the title rented). It also permits Eastlink television customers to watch a selection of the movies you rent on your TV set-top-box on your computer, tablet or smartphone.

By using the Services and/or installing the Software you are acknowledging that you have read, understood and agree to be bound by these Terms and such other additional or alternative terms, conditions, rules and policies that are displayed or to which you may be directed by Eastlink in connection with the Services or Software, as all of the same may be modified by Eastlink from time to time, all to the extent permitted by applicable law. If you do not agree to comply with these Terms, then you may not use the Services or Software. This agreement shall be in effect from the time you install the Software or access the Services and accept the terms and conditions herein, and shall remain in effect until these Terms are terminated as described herein.

In these Terms, “you” and “your” mean, as applicable, you and every person who uses the Services through your account.

2. Availability and Access

Availability. Due to licensing restrictions, the Services are only available to registered users while in Canada. Even if you have registered for the Services, you will not be able to view Content when you are outside of Canada and you agree not to use or attempt to use the Services while outside

of Canada. Eastlink uses the GPS functionality of your device and/or your IP address to determine whether you are located within Canada. This information is not saved or recorded by Eastlink; it is only used to determine your location each time you access the Services.

Access. A maximum of five personal computers, tablets or mobile devices (each a “Digital Device”) may be used to access Eastlink Movie Player per account and limits may apply to simultaneous viewing of the same title by more than one user. On Eastlink Stream, limits may be applied to simultaneous viewing of content from the same channel by multiple users per account.

You must provide at your own expense the equipment and Internet connections that you will need to use the Software and the Services. You are solely responsible for any costs you incur to access the Internet through any wireless or other communication service. If you are an Eastlink Internet or Wireless customer, your use of the Services will be subject to your monthly usage plan and, where applicable, usage limits and overages may apply. For more information on usage limits please refer to Eastlink’s website (www.eastlink.ca). Not all aspects of the Services, including, without limitation, certain Content viewing and access to high-quality video, will be available to you unless the Digital Devices you use to access the Services and your Internet connection satisfy the Services’ minimum technical requirements, which are available at:

- <http://my.eastlink.ca/customersupport/tv/eastlinkstream.aspx>, and
- <http://my.eastlink.ca/customersupport/tv/faqs/movieplayer.aspx>.

Additionally, the latest version of the Software may be required for certain transactions or features. Such requirements may be changed from time to time at our sole discretion. Unless otherwise specified by us, you are solely responsible for updating or maintaining your Digital Device, Software and Internet connection as necessary to meet such requirements. Should you fail to do so, it may cease to be adequate to access the Services. In such event, your sole remedy will be to terminate the relevant Service in accordance with the provisions herein.

3. Registration, Account and Password

You must complete the Eastlink Stream registration process in order to use the Services and access the Content (You will use your Eastlink Stream username and password to access the Eastlink Movie Player Library and applications.). Only one registration is permitted per Eastlink account number and registration is only permitted under the name of the account holder.

By registering for and accessing the Services, you affirm that you are: (a) a resident of Canada, (b) over the age of majority in your province of residence, and (c) fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set out in these Terms, and to abide by and comply therewith.

By registering for Eastlink Stream you acknowledge that you understand that, by registering for that service, you are also registering for and activating the Eastlink Movie Player service on your account and, as a result, anyone to whom you supply your Eastlink Stream username and password will also be able to rent movies on Eastlink Movie Player via your Eastlink account.

As part of the registration process, you will select a username and password and provide certain information. You agree that the information you provide during the registration process and thereafter (for example, when providing credit card details), will be accurate and current and that you will not register under the name of another person. You also agree to promptly update such information as necessary to ensure that it is kept accurate and complete. If you do not update

such information when necessary, then you may not be able to access the Services or Content. Eastlink reserves the right to terminate this agreement immediately in the event any such information is found to be inaccurate, incomplete or not current at any time. You are responsible for any costs that you or we incur as a result of incomplete, untrue, inaccurate or out-of-date information that you provide to Eastlink. We may reject or terminate any username that we, in our judgment, deem unacceptable.

You are solely responsible for: (a) maintaining the confidentiality of any username, password or other account identifiers that you choose or are assigned as a result of any registration for the Services; (b) controlling access to your Digital Device(s); and (c) any and all activities or omissions that occur under your username, password or account whether through your actions (or inactions) or those of one or more persons utilizing your account. You further agree to immediately notify Eastlink of any unauthorized use, or suspected unauthorized use, of your username, password or account, or of any other breach of security known to you, and agree to take such reasonable steps as are necessary to prevent any reoccurrence of such event. Eastlink shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section 3, the improper use of your username, password or account or improper access to your account by third parties, with or without the use of your password, and whether or not authorized. You may be held liable for any loss or damage incurred by Eastlink or any other user or visitor of the Services due to another party using your account or password.

If at any time you have forgotten both your username and password and we are otherwise unable to verify your identity, then we may take any action that we deem appropriate, including, without limitation, deleting your account.

You shall not access or use someone else's account at any time without the permission of the accountholder.

4. Modifications

To the extent permitted by applicable law, Eastlink may modify the Services (including the Content and Software), and these Terms (or any other document that forms part thereof) at any time and from time to time, with or without your consent or authorization. To the extent required by applicable law, Eastlink shall provide you with advance notice of such modifications. The most recent version of these Terms will always be available on www.eastlink.ca. Nothing in these Terms shall be construed as obligating you to accept receipt of the Services after any amendment or change is made to the Services or these Terms; however, if you do not accept any such modification, then, to the extent permitted by applicable law, your sole remedy is to terminate this agreement by no longer using the Services. Should you continue to use the Services after such change is effective, to the extent permitted by applicable law, such use shall be deemed to be your acceptance thereto.

5. Privacy and Communications

Eastlink's collection, use and disclosure of personal information are governed by our Customer Privacy Policy and Code of Fair Information Practices, both of which are available on our website (www.eastlink.ca).

Eastlink may send you e-mails containing offers that Eastlink believes may be of interest to you and you hereby consent to receiving such offers. You can choose to unsubscribe from any such

e-mail communications by following the unsubscribe directions posted at the bottom of the applicable e-mail.

You acknowledge, agree and consent to the following: Eastlink has the right and does access or collect information about the Software, your Digital Device and various information and data about your use of the Services, which may include information such as: the identity of your CPU or device, your e-mail address, your account activity, the versions of various software downloaded and/or installed, other Eastlink unique identifiers, and usage information in relation to the Software and Services. You also acknowledge, agree and consent to Eastlink (i) providing the above information and data to its third party suppliers to support our provision of the Services, and (ii) using relevant usage, performance or technical portions of such information and data on an anonymized basis (1) to improve activation flow, (2) as part of trends or reports published by Eastlink or its third party suppliers, and/or (3) for marketing and sales purposes.

6. Pricing and Rentals

This section applies solely to your use of Eastlink Movie Player

Pricing. All prices are in Canadian dollars and exclude tax. When you charge a rental to your Eastlink television account, the tax rate applied is based on the billing address on your Eastlink account. When you pay via credit card, the tax rate applied is based on the address associated with your credit card.

Pricing and availability of the Content are subject to change at any time. Eastlink does not provide price protection or refunds in the event that the price for the Content you rented was later reduced as part of a promotion or otherwise.

Agreement to Pay. You agree to pay for all Content ordered through your account. Payment must be made using a qualifying, valid credit card or by charging your rental to your Eastlink television account. If paying by credit card, you authorize us to charge the credit card that you provide to us the amount representing the price of the Content that you ordered (plus applicable taxes), as indicated when you placed the order. For Content charged to your Eastlink bill, such transactions will also be governed by the Eastlink Consumer Terms of Service.

Coupons. Occasionally, Eastlink may offer promotions that allow for the rental of Content through the use of specially issued coupons. Please refer to the terms and conditions printed upon or otherwise included with such coupons for more information on redeeming the coupons. Such coupons are not redeemable for cash and cannot be exchanged, resold, or used to make purchases at Eastlink retail stores. Unused balances are not transferrable. Eastlink is not responsible for lost or stolen coupons. Eastlink reserves the right to close accounts and request alternative forms of payment if a coupon is fraudulently obtained or used.

Pre-Orders. Eastlink may offer the ability to pre-order certain Content. By pre-ordering Content, you are authorizing Eastlink to automatically charge your account when the Content becomes available. You may cancel your pre-order prior to the time the Content becomes available.

Refunds. All sales are final. There are no refunds, exchanges or credits except as otherwise decided in Eastlink's sole discretion.

Additional Terms. Additional Content terms and conditions including, without limitation, the length of the rental period, will be presented to you prior to ordering.

Order Confirmation. Once you have completed your order, you will receive a confirmation e-mail. Please keep this e-mail as it is your receipt for Content ordered and includes your Order number.

7. Software

Prior to downloading the Software, you will be required to review and accept the terms of use and/or end user licence agreement that governs the use of the Software. By installing the Software on your Digital Device you also expressly consent to the installation of updates to the Software on your Digital Device by Eastlink or its suppliers.

With respect to Software offered in conjunction with the Services:

(a) Licence. Eastlink grants to you a limited, non-exclusive, non-transferable, non-assignable, revocable licence to install and use one copy of the executable code of the Software on each Digital Device that is connected to the Services for your own personal use. All other rights are reserved to Eastlink, its licensors or suppliers.

(b) Restrictions. You acknowledge and agree that you have been granted a licence and not a transfer of ownership in the Software. You may not:

- i. Rent, lease, resell, sublicense, assign, share, distribute or otherwise transfer any portion of the Software or use it for any purpose other than in association with the Services;
- ii. Reverse engineer, decompile or disassemble any portion of the Software, except and only to the extent that this limitation is expressly prohibited by applicable law;
- iii. Copy, modify, alter or tamper with the Software (including without limitation the removal of any copyright or other proprietary notices from the Software) or create any derivative works of the Software;
- iv. Attempt to derive the source code or the underlying ideas, algorithms, structure or organization form of the Software; or
- v. Attempt to defeat, avoid, by-pass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Software including, without limitation, any such mechanism used to restrict or control the functionality of the software.

(c) Data Maintenance, Support, and Software Updates/Changes.

- i. Eastlink may elect to provide you with customer support and/or Software upgrades, enhancements or modifications (collectively, "Support"), in its sole discretion, and may terminate this Support at any time without notice to you. You expressly consent to any and all actions taken by Eastlink or its third party suppliers with respect to the provision of such updates including any actions that directly affect your hardware or software.
- ii. Eastlink may, without notice or liability, collect non-personal information regarding your Digital Device(s), hardware and software during the installation and/or use of the Software.
- iii. Eastlink may change, suspend or discontinue any aspect of the Software at any time, including the availability of any Software feature, database, or content.
- iv. Eastlink may impose limits on certain features and services or restrict your access to parts or all of the Software or the Services without notice or liability.
- v. Eastlink, its licensors and other third party suppliers reserve the right to delete data from their servers, or prevent access to their servers or to change data categories for any reason that Eastlink or third parties deem sufficient in their sole discretion at any time, without notice.

- vi. Nothing in these Terms imposes upon Eastlink or Eastlink's licensors any obligation to provide you with new, enhanced or additional Support at any time.

(d) Microsoft PlayReady. Content owners use Microsoft PlayReady™ content access technology to protect their intellectual property, including copyrighted content. Eastlink Stream uses PlayReady technology to protect certain content. If the PlayReady technology fails to protect the content, content owners may require the service to restrict or prevent the delivery of protected content to specified devices or PC software applications. In certain cases, you may be required to upgrade the PlayReady technology to continue to access the service's content. If you decline such an upgrade, you will not be able to access content that requires the upgrade.

You shall take appropriate steps to protect the Software against loss or damage. You agree that all risk associated with the use of, or reliance on, the Software rests with you. To the extent permitted by applicable law, Eastlink, including its suppliers, shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, the Software, including the failure of such software to meet your needs, standards, expectations or desired specifications. We do not warrant that the Software will be compatible with other third party software nor do we warrant that operation of our Services and the associated Software will not damage or disrupt other software or hardware.

8. Ownership and Copyright

You understand and acknowledge that your rights with respect to the Content, Services and Software are limited by copyright law and other intellectual property laws.

Except for the limited rights explicitly granted to you under these Terms, all right, title, interest and intellectual property rights in and to: (i) the Services and any component thereof (including the Software); and (ii) any Content available through the Services, are the property of their respective owners and are protected by applicable trademark, copyright and/or other intellectual property laws and treaties.

Without limiting the generality of the foregoing, you do not acquire any ownership rights in the Content as a result of accessing it, nor are you granted any rights for sale, resale, reproduction, licensing, sub-licensing, distribution, publishing, broadcast, transmission, performance or promotional use, for commercial or non-commercial purposes with respect to the Content, other than for your own personal use and enjoyment. You agree to abide by all copyright notices, information and restrictions contained in or displayed with the Content. These Terms do not grant you any licence or other rights in connection with any trademarks or logos appearing on the Services. You may not use any trademark or service mark appearing on the Services without the prior written consent of the rightful owner. You are hereby advised that Eastlink will aggressively enforce our intellectual property rights to the fullest extent permitted by law, and that owners of any other intellectual property rights may also do so against you personally.

9. Use of the Services and Content

You agree that the Services and Content include security technology that limits your use of the Content and that, whether or not Content is limited by security technology, you shall use the Content in compliance with the applicable usage rules established by Eastlink and its licensors ("Usage Rules"), and that any other use of the Content may constitute a copyright infringement. Any security technology is an inseparable part of the Content. Eastlink reserves the right to modify the Usage Rules at any time. You agree not to violate, circumvent, reverse-engineer, decompile,

disassemble, or otherwise tamper with any of the security technology related to such Usage Rules for any reason, or to attempt or assist another person to do so. Usage Rules may be controlled and monitored by Eastlink for compliance purposes, and Eastlink reserves the right to enforce the Usage Rules without notice to you.

You agree not to access the Services by any means other than through software or websites that are provided by Eastlink for accessing the Services. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, for any purposes including obtaining unauthorized access to the Service. Violations of system or network security may result in civil or criminal liability.

Additional Usage Rules:

- You will not use the Services or Content for any unlawful purpose.
- You may not use the Services or Content for commercial purposes. You agree not to reproduce, duplicate, copy, sell, distribute, resell or exploit any portion of the Services and/or Content or use the Services and/or Content for any other purpose other than your personal, private, non-commercial purposes.
- You agree that you will not use the Services and/or Content to defame, harass, abuse, threaten or stalk others or to collect or attempt to collect personal information about users or other third parties.
- You agree not to, intentionally or otherwise, damage, overburden, impair or disable the Services and/or Content or any user's enjoyment of it by any means, including but not limited to uploading or otherwise disseminating viruses, worms, adware or other malicious code.
- You agree not to remove, circumvent, disable, damage or otherwise interfere with any security related features of the Services and/or Content, or other features that prevent or restrict the use or reproduction of any content accessible through the Services.
- You agree that you will not attempt to gain unauthorized access to the Services and/or Content or any computer system or networks connected to the Services and/or Content, through hacking, password mining or any other means or interfere or attempt to interfere with the proper operation of the Services and/or Content.
- You agree not to use framing techniques to enclose trademarks, logos or other materials posted on the Services or use any of our meta tags or other "hidden text" on the Services or contained in the Content without our express written permission.
- You agree not to make unsolicited offers, advertisements, spam and proposals to other users through the Services.
- You agree not to modify, adapt, translate or create derivative works based on the Services or any part thereof.

10. Third Party Content and Links

Eastlink is not responsible for, and cannot guarantee the performance of, any products and services provided by any advertisers or others to whose sites we may link. Unless otherwise indicated, such sites have been independently developed by third parties. A link to another site does not constitute an endorsement of that site (nor of any product, service or other material offered on that site) by Eastlink or its Content providers or licensors. You acknowledge and agree that Eastlink is not responsible or liable to you for any content or other materials hosted and served from any third party websites.

Any dealings you have with advertisers found while using the Services are between you and the advertiser. You acknowledge and agree that your correspondence or business dealings with any third parties, including any individuals, merchants or advertisers, found on, or through, the Services, including payment for and delivery of related goods and services, and all other terms, conditions, representations and warranties related to such dealings, are solely as between you and such third parties. Eastlink assumes no responsibility whatsoever for any charges you or any user of your Account incurs when making purchases or other transactions in this manner. Further, the responsibility for ensuring compliance with all applicable laws in connection with any such transactions shall be the user's alone. You agree that Eastlink shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, any such dealings or transactions.

11. Links

We welcome links to the homepage of the Services. You may only establish a hypertext link to the homepage of the Services if: (i) the link does not state or imply any affiliation, connection, sponsorship, or approval of your site by Eastlink or create the false appearance that an entity is associated with or sponsored by us and, (ii) the appearance, position and other aspects of the link does not damage or dilute the goodwill associated with us or our trademarks. We do not permit framing or inline linking to the Services or any portion thereof.

12. Responsibility for Minors

Eastlink Stream includes a parental control feature that permits users to block certain content with a four-digit parental PIN. You can set up a PIN during registration and then configure your settings by accessing the Settings feature on your computer (this setting cannot be changed on a tablet or mobile device).

You acknowledge that Eastlink Movie Player does not include parental control features at this time.

If you have authorized a minor to use the Services, then you agree to be fully responsible for: (i) controlling the minor's access to and use of the Services, Software or Content; and (ii) the consequences of any misuse by the minor. You acknowledge that some parts of the Services and some of the Content may include material that is inappropriate for minors. **You also acknowledge that movies rented through your TV set-top-box will also be available for viewing via Eastlink Movie Player and, accordingly, would be accessible to any minors who have access to your Eastlink Movie Player username and password or any devices set up with Eastlink Movie Player.**

13. Objectionable Material

You understand that by using the Services, you may encounter material that you may deem to be offensive, indecent, or objectionable, and that such content may or may not be identified as having explicit material. Nevertheless, you agree to use the Services at your sole risk and Eastlink shall have no liability to you for material that may be found to be offensive, indecent, or objectionable. Content types and descriptions are provided for convenience and you agree that Eastlink does not guarantee their accuracy.

14. Suspension and Termination

By Eastlink. Eastlink may, in its sole discretion, at any time and without notice or liability, restrict, block, suspend or terminate any or all of your use of the Services (or any portion thereof) or your account, including where: (a) you fail to comply in full with any of these Terms or any other terms, agreements, or policies that apply to the Services and the use thereof, or (b) if the operation or efficiency of the Services is impaired by your use of the Services. Any such termination will not relieve you of any obligation to pay fees accrued prior to such termination.

The Services are only available to Eastlink television customers. If your Eastlink television service is suspended or terminated for any reason, you will no longer be able to access the Services. Additionally, if your subscription to any programming service is suspended or terminated for any reason, you will no longer be able to access the related content on Eastlink Stream.

Of the Services. Eastlink may at any time, without notice or liability, suspend or discontinue the Services (or any portion thereof). With respect to Software, your right to use the Software will terminate automatically if the Service with which the Software is used is terminated or expired. Upon termination of your right to use the Software for any reason, you must delete the Software.

By You. To the extent permitted by applicable law, if you are dissatisfied with the Services (including the Content or Software) or any portion thereof, or with any terms, conditions, rules, policies, guidelines, or practices of Eastlink in operating the Services, your sole and exclusive remedy is to discontinue using the Services.

15. Indemnification

To the maximum extent permitted by applicable law, you will defend, indemnify and hold harmless Eastlink and its affiliates, licensors, suppliers and agents (and each of their respective directors, officers, employees, shareholders and representatives) (collectively, the "Eastlink Parties") from and against all claims, liability, losses, actions, proceedings, suits, damages, settlements, penalties, fines, costs and expenses, including all reasonable legal fees and other litigation expenses, arising out of: (i) your breach of any provision of these Terms; (ii) your use, misuse or inability to use the Services, Software or Content; or (iii) your violation, alleged violation or misappropriation of any intellectual property right or non-proprietary right of a third party. Eastlink may, in its sole discretion and at its own expense, assume the exclusive defence and control of any matter otherwise subject to indemnification by you. You will co-operate as fully as reasonably required in the defence of any claim. Your indemnification shall survive any termination of your right to use the Services.

16. No Warranties

The Services (including the Software and Content) and any material, information or postings found on or accessed through the Services, are provided on an "as is" basis. To the maximum extent permitted by applicable law, the Eastlink Parties expressly disclaim any and all representations, warranties and conditions, express and implied, including, without limitation, any and all representations and warranties of title and non-infringement, and all implied warranties and conditions of merchantable quality, fitness for any particular purpose, suitability for any particular purpose, and any representations, warranties or conditions arising from any course of dealing or usage of trade, with respect to the Services, Software or content contained in or accessed through the Services. To the maximum extent permitted by applicable law, none of the Eastlink Parties makes any representations or warranties as to the performance, availability, accuracy, timeliness, reliability, secure operation, truthfulness or completeness of the Services, Software, Content or other content contained in or accessed through the Services, including, without limitation, the contents, transmission or delivery of any Content, information, material, or posting found on the Services, any services provided through the related web portals or Software, or any links to other web sites made available on the related web portal or Software or the content contained on such site(s), or, for Software, the operation of the Software or any feature of the Software. To the maximum extent permitted by applicable law, none of the Eastlink Parties makes any representations or warranties that the Services, or access to and use thereof, will be continuous, accurate, uninterrupted, error-free, or free from defects, viruses or other harmful codes or components. With respect to Software, to the maximum extent permitted by applicable law, all representations, warranties and conditions of any kind, express or implied, are hereby excluded including any related to completeness of response, results and workmanlike effort for the Software. You expressly agree that use of the Services and Software is at your sole risk.

Information provided within the Services may contain references or cross-references to Eastlink products and services that are not available in your local area and Eastlink makes no representations or warranties as to the availability of such products and services in your local area and such references do not imply that Eastlink intends to provide such products or services in your local area. Eastlink recommends that you consult with Eastlink Customer Care for information regarding the products and services which may be available to you in your local area.

17. Limitations of Liability

Under no circumstances, including but not limited to negligence by an Eastlink Party, shall the Eastlink Parties be liable to you or any third party for:

- i. any damages (including loss of profit or revenue, financial loss, loss of business opportunities, loss, destruction, interception, misdelivery or alteration of data, files, software or other information, breach of privacy or security or property damage) or any loss that results from the Support for any Software, the use of, or the inability to use the Services, Software or any Content, information, material, or postings on the Services, directly or indirectly, or the transmission of confidential or sensitive information over the Internet, even if the Eastlink Parties have been advised of the possibility of such damages. You specifically acknowledge and agree that none of the Eastlink Parties shall be liable for any defamatory, offensive or illegal conduct of any user, including you; and

- ii. **any losses, claims, damages, expenses, liabilities or costs (including, without limitation, reasonable legal fees and other litigation expenses) resulting directly or indirectly out of, or otherwise arising in connection with, any claim that the use or intended use of the Software infringes the copyright, patent, trade-mark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights or contractual rights of any third party.**

18. Other Important Terms

Eastlink is a federally-regulated undertaking and as such these Terms, including all matters relating to validity, construction, performance and enforcement, shall be governed by applicable federal laws and regulations of Canada and only those provincial laws and regulations that are applicable to these Terms. These Terms are subject to amendment, modification or termination if required by such laws or regulations. If any provision in these Terms is declared to be invalid or in conflict with any such law or regulation, that provision may be deleted or modified, without affecting the validity of the other provisions. Please note that your rights and remedies may vary by province. To the extent permitted by law, you expressly agree that exclusive jurisdiction for any claim or dispute with Eastlink relating in any way to your use of the Service resides in the courts of Nova Scotia.

The Eastlink Acceptable Use Policy, Eastlink Consumer Terms of Service, Customer Privacy Policy and Code of Fair Information Practices (all of which are available at www.eastlink.ca) are incorporated by reference herein. The aforementioned documents, as amended from time to time, any other documents referenced herein and any rules, policies, guidelines or other agreements posted on the Services by Eastlink constitute the entire agreement between Eastlink and you with respect to your use of the Services and supersede any prior agreements between you and Eastlink, all to the extent permitted by applicable law.

Eastlink's failure to insist upon or enforce strict performance of any right or provision of these Terms shall not constitute or be construed as a waiver of any right or provision. No waiver by Eastlink of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

If any provisions (or parts thereof) contained herein shall be determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions (or parts thereof) contained herein. If any portion of these Terms is unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect Eastlink's original intentions and the remainder of the provisions shall remain in full force and effect.

Except as otherwise provided for in these Terms, no amendments or modifications may be made to these Terms except in writing signed by both parties.

These Terms are binding upon and shall enure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives and permitted assigns. You may not assign or transfer these Terms without our prior consent. We may assign or transfer these Terms or any of our rights or obligations hereunder without your consent.

The sections of these Terms regarding conditions of use, ownership, no warranties and disclaimers, limitations of liability, indemnification, effects of termination and any other provisions

which by their nature survive the termination of these Terms, will survive any termination of these Terms for any reason.

The section headings used herein are for convenience of reference only and do not form part of these Terms, and no construction or inference shall be derived therefrom.

Neither party shall be liable for any performance failure, delay in performance, or lost data under these Terms (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are caused by any causes beyond that party's reasonable control, including, without limitation, failure of suppliers, subcontractors, and carriers.

These Terms been drawn up in the English language at the express request of the parties. Les présentes modalités ont été rédigées en anglais à la demande expresse des parties.

19. Contact Information.

If you have any questions regarding the Services or these Terms, you may contact Eastlink at www.eastlink.ca or by calling 1-888-345-1111.

Last updated December 2016.