



LISIMS MOBILITY TERMS OF SERVICE

1. Introductory Information

a. How do the Lisims Mobility Terms of Service apply to me?

These Lisims Mobility Terms of Service (“Terms”) govern your use of:

- i. the Lisims Mobility services that you subscribe to or purchase under a service agreement or receive from or through Lisims Mobility, including wireless and residential services (“Services”); and
- ii. any device or equipment used to access the Services or used with the Services (“Equipment”).

In these Terms, “Lisims Mobility”, “us”, “we” and “our” means the Lisims Mobility entity named in the service agreement for the specific Service you subscribe to.

b. How do the Lisims Mobility Terms of Service work with my service agreement and other materials made available to me?

These Terms work together with the following materials to form your complete agreement (“Agreement”) with us, and provide you with the important information you need to help you fully understand your Services:

- i. Your service agreement for Wireless Service.
- ii. Our Acceptable Use Policy, which sets out the rules, policies and limits you must abide by when using the Services. Our Acceptable Use Policy lists examples of prohibited activities and unlawful or inappropriate content and gives us the right to remove content and/or suspend or terminate your Services if you violate the policy.
- iii. Our Privacy Policy, which sets out our policies in relation to the collection, use and disclosure of your personal information. Our Privacy Policy details why we collect customer information, how we use it and how we share it, and specifies how to contact us if you would like more information on our personal information handling practices.
- iv. Any additional terms and conditions that may apply to a specific Service that you subscribe to or use.
- v. Any Lisims Mobility brochure or material describing your Services or products you purchase.

Your Agreement, with any amendments, is the entire agreement between you and Lisims Mobility for the applicable Services. Each Service that you subscribe to is a separate Agreement with us. If there is any inconsistency between the materials listed above and these Terms, these Terms will prevail.

c. Who is responsible for complying with the Agreement?

You, as account holder, are responsible to comply with the Agreement. Among other things, you are responsible for:

- i. all charges on your account;
- ii. ensuring that anyone who uses Services under your account or with your authorization complies with the Agreement;
- iii. ensuring that others do not gain unauthorized access to your account and your Services, including by protecting the security of any user names or passwords relating to your account;
- iv. ensuring that any information you have provided to us is up-to-date and accurate, and to let us know if it changes.

d. May I transfer my Agreement to someone else?

You will need our prior permission if you want to assign or transfer an Agreement. We may assign or transfer an Agreement or any of our rights or responsibilities under an Agreement without your permission.

2. Service Term, Changes and Cancellation

a. What are the categories of Services covered by my Agreement?

The Services are categorized as follows:

- i. “Term Services” are Services that you subscribe to for a committed period of time as indicated on your applicable service agreement (“Term”);

- ii. “Month-to-Month Services” are Services that you subscribe to on an ongoing basis, but not with a Term; and
- iii. “Pay-Per-Use Services” are Services that you use on a per-usage basis (which may be a one-time usage, or usage for a set period of time, such as one day or one week), but not on an ongoing basis.

b. What is the term of my Agreement?

The term of each Agreement starts on the initial activation date of the Services or the Equipment, whichever is earlier (“Activation Date”).

c. Can Lisims Mobility change my Services or my Agreement?

Yes, Lisims Mobility may change your Services or Agreement as described below. We may change any aspect of the Agreement, as long as we give you at least 30 days’ prior written notice. We will send you the written notice by bill message, text message, letter or e-mail and will explain the change and when it will take effect.

d. May I change my Services?

You may change your Services at any time by contacting us in any of the ways set out in Section 9(d) below. You may be subject to an administrative charge in accordance with Section 3(d) below. You may also be charged a fee to change your Service if one is specified in your service agreement for that Service. Please note that if you wish to change a Service, you may only be able to change to a Service that is currently available in market. Also please note that any Service you remove may no longer be available.

e. How can I cancel my Services and when does cancellation take effect?

Unless otherwise permitted by applicable law, you may cancel any or all of your Services and any corresponding Agreement at any time by contacting us in any of the ways set out in Section 9(d) below. Cancellation takes effect on the day that Lisims Mobility receives notice of the cancellation, or a future date specified in that notice (if applicable), whichever is later. Applicable charges continue until that date.

f. Will I be charged an early cancellation fee if I cancel my Service(s)?

If you subscribe to a Term Service that you cancel before the end of its Term, you will be charged an early cancellation fee as described in the service agreement for that Term Service (“Early Cancellation Fee”).

g. What happens if I transfer my Service(s) to another service provider?

Transferring your Service(s) to another service provider is a cancellation of the applicable Service(s) and an Early Cancellation Fee may apply if the transfer results in the cancellation of a Term Service before the end of its Term.

h. Can Lisims Mobility cancel my Services and when does cancellation take effect?

Not applicable to Residents of Newfoundland* or Residents of Québec**: Unless otherwise permitted by applicable law, Lisims Mobility may cancel any or all of your Services or accounts and any corresponding Agreement, as long as we give you at least 30 days’ prior written notice. Applicable charges continue until the cancellation date.

Applicable only to Residents of Newfoundland* or Residents of Québec**: Unless otherwise permitted by applicable law, Lisims Mobility may cancel any or all of your Services or accounts and any corresponding Agreement, as long as we give you at least 60 days’ prior written notice. If you have subscribed to a Term Service, then we may cancel that Service:

- (i) (applicable only to Residents of Newfoundland*) only if we no longer have the technical ability to provide that Term Service, or
- (ii) (applicable only to Residents of Québec**) only pursuant to Sections 1604, 2126 and 2129 of the Civil Code of Québec. Applicable charges continue until the cancellation date. Applicable only to Residents of Newfoundland*: If your account has a credit balance over \$10 on your final bill, then we will refund that balance to you within 60 days of the date of that bill. Discretionary credits will not be refunded.

i. Can Lisims Mobility suspend or cancel my Services without notice?

We may restrict, suspend, block, disconnect or cancel any or all of your Services, accounts or identifiers in any way, including 9-1-1 service, without notice or liability to you, if:

- i. you are in breach of an Agreement, including for non-payment;
- ii. you exceed your credit limit;
- iii. you fail to provide or maintain a reasonable security deposit or other credit requirement when we ask you to;
- iv. you agree to a deferred payment arrangement with us and fail to comply with its terms;
- v. you exceed our reasonable usage limits;
- vi. you have given us false, misleading or outdated information;
- vii. we reasonably suspect or determine that any of your account, identifiers, Services or Equipment is the subject of fraudulent, unlawful or improper usage or usage that adversely affects our operations or the use of our services, facilities or networks by others;
- viii. you harass, threaten or abuse us or our employees or agents;
- ix. you fraudulently or improperly seek to avoid payment to us;
- x. we need to install, maintain, inspect, test, repair, remove, replace, investigate, protect, modify, upgrade or improve the operation of the Services, the Equipment or our facilities or networks;
- xi. any account or service on which your Services depend is cancelled for any reason; or
- xii. we reasonably believe that there is an emergency or extreme circumstance that would warrant that action.

If we restrict, suspend, block, disconnect or cancel your Services or accounts:

- i. you must pay any amounts owing;
- ii. we may also restrict, suspend, block, disconnect or cancel, without notice or liability, your Services under any other agreement or account that you may have with us or a related Lisims Mobility entity (including accounts that may be in good standing);
- iii. you may be charged for any costs incurred by us or any related Lisims Mobility entity in connection with your breach of these Terms, including costs incurred to enforce your compliance;
- iv. your access to emergency or special needs services (e.g., 9-1-1) may also be restricted, suspended, blocked, disconnected or cancelled; and
- v. your rates for services with related Lisims Mobility entities may change in accordance with the terms of those services.

j. Will these Terms still apply once my Services are cancelled?

Certain provisions of these Terms may still apply as they may still be relevant even after cancellation of all your Services. Specifically, Sections 1(b)-(d), 2(e)-(j), 4(b)-(c), 5(c), 7(b)-(d), 7(f), 8, 9(b)-(d) and the arbitration provisions of Section 9(a) will continue to apply to you after cancellation of your Agreement.

3. Account, Charges and Billing Information

a. How does Lisims Mobility bill me for Services?

Service charges will start on the Activation Date and are billed in advance. Unless we both agree to a different arrangement, your billing period runs for one month, and ends on the bill date noted on the top of your bill. Your Activation Date and billing period won't always start on the same day. When this happens, your Service charges and allotted usage are pro-rated for the period between your Activation Date and your bill date. Usage charges, such as additional data, airtime, long distance, and roaming are billed after you use them. We may bill you for a charge up to 6 months from the date the charge was incurred.

b. When is my bill payment due?

Charges on your account are due and payable in full 1 month from the date of your bill. If you are paying by mail or through a financial institution, please allow adequate time for your payment to reach us before the required payment date. You are responsible for all charges on your account.

c. What if I don't pay my bill on time?

If we do not receive payment of an amount due on your account by the specified required payment date, it will be subject to a late payment charge of 2% per month. This late payment charge will accrue on a daily basis and will be calculated and compounded monthly on the outstanding amount (26.82% per year) from the date of the first bill on which it appears until the date we receive that amount in full. You agree that we can charge any unpaid and outstanding amount, including any late payment charges, on any pre-authorized payment method on your account (e.g., a credit card or bank account withdrawal).

d. Will I be subject to any administrative charges?

We may apply administrative charges in connection with your account, including as a result of the following:

- i. price plan change;
- ii. phone number (or other identifier) change;
- iii. bill reprint requests;

Not applicable to Residents of Québec**:

- iv. collection efforts due to non-payment;
- v. returned or rejected payments; and/or
- vi. the restoral of Service. A list of these charges is available on request, or at npvlp.ca/lisims-communications/charges, and forms part of these Terms.

e. What if I do not understand or disagree with a charge on my bill?

Any questions or discrepancies regarding charges must be reported to us within 90 days of the date of the applicable bill. Failure to notify us within this time period means that you have accepted those charges. If any of those discrepancies resulted in unauthorized or incorrect charges on your account, then we will reverse those charges within 30 days of receiving notice from you.

f. How do discounts and promotions work?

We will apply a discount, promotion or benefit to your account as long as you remain eligible for it. We may check your eligibility from time to time, and if you become ineligible to receive that discount, promotion or benefit for any reason, we may remove it, and/or transfer your Service to a comparable Service plan.

g. How is wireless local and long distance airtime charged?

Local and long distance airtime charges are rounded up to the next full minute. A one-minute minimum charge applies to every completed call (made or received). The airtime for the entire call is charged based on the applicable rate at the beginning of the call. Airtime charges (plus long distance, if applicable) apply to completed or answered calls from the moment you press **SEND** until you press **END** and includes the ring time. For international calls or while roaming, you may be charged regardless of whether the call is completed.

h. How does Lisims Mobility determine if I'm on a long distance wireless call? Wireless local calling areas are the areas in which you can make or receive calls without incurring long distance charges. Wireless calls are defined as local or long distance based on local calling areas. Your location at the time of the call, your wireless phone number and the phone number called are all important factors in determining local calling areas and wireless long distance. Your "Incoming Local Calling Area" is based on the geographical location associated with your wireless number. All calls that you receive while you are in your Incoming Local Calling Area are local. All calls that you receive while you are outside your Incoming Local Calling Area are long distance.

Your “Outgoing Local Calling Area” is determined by your physical location. If you dial a number that is local to your physical location, then it is a local call. If you dial a number that is long distance to your physical location, then it is a long distance call. When using Call Forwarding, long distance charges apply when the number to which you forward the call is outside the geographical location associated with your wireless number, regardless of your physical location. Visit npvlp.ca/lisims-communications/longdistance for current long distance rates.

4. Deposit and Credit Requirements

a. Does Lisims Mobility require security deposits or other payment or credit requirements?

Yes, we may require a security deposit or impose other payment or credit requirements such as interim payments, mandatory prepayments, or pre-authorized payments.

b. How are security deposits used?

Any security deposit you provide to us will be kept for at least 12 months, unless your Services are cancelled sooner. After 12 months, we may release and apply the security deposit against your account balance if we determine that your payment history has been satisfactory or that you have otherwise met our financial criteria for the return of the security deposit. We may apply your security deposit toward your account if you do not pay your bill and we may require you to replenish the security deposit after use. We will notify you when we apply all or part of any security deposit. We will return to you any security deposit with applicable interest within 30 days of cancellation of your Services or once we have determined that the conditions for returning the security deposit have been met.

c. Will I earn any interest on security deposits?

Yes, you will earn interest on your security deposit with us, using the Bank of Canada’s overnight rate in effect at the time, plus 1 percent, on the basis of the actual number of days in a year, accruing on a monthly basis. Interest is earned starting from the date we collect a security deposit from you (but no earlier than required under applicable legislation or regulation) until the date we return it to you.

d. Will Lisims Mobility impose a credit limit on my account?

Upon notice to you, we may assign or change a credit limit on your account at any time. Service may be suspended at any time to any and all of your accounts if your balance, including unbilled usage and pending charges, fees and adjustments, exceeds this limit. Recurring service charges continue to apply during any suspension of Services.

5. Your Use of the Services

a. Do I own my phone number?

You do not own any phone number, e-mail address or other identifier assigned to you. We may change or remove an identifier at any time.

b. Does Lisims Mobility monitor the content that I transmit when I use the Services?

We have the right, but not the obligation, to monitor or investigate any content that is transmitted using the Services (other than voice Services) or the Equipment. We may also access or preserve content or information to comply with legal process in Canada or foreign jurisdictions, operate the Services, ensure compliance with an Agreement, or protect ourselves, our customers or the public.

c. What are my responsibilities relating to Lisims Mobility or third party software or content?

All trademarks, copyright, brand concepts, names, logos and designs that we use are intellectual property assets, registered or otherwise, of or used under license by Lisims Communications LP or of one of its affiliates. All are recognized as valuable assets of their respective owners, and you may not display, copy or use them in any manner for commercial or any other purpose. Any software or content that you receive or purchase through Lisims Mobility or our third party storefronts is for your own personal, non-commercial use. This software or content remains our property or that of our licensors or content providers, as applicable. You may not:

- i. copy, distribute, transfer or sell any of this software or content;
- ii. modify, alter or tamper with any of this software or content;
- iii. reverse engineer, decompile or disassemble any of this software;
- iv . attempt to defeat, avoid, by-pass, remove, deactivate or otherwise circumvent any software protection mechanisms.

You must also take reasonable steps to protect this software or content from theft, loss or damage. Please be aware that software or content may from time to time automatically and, without notice to you, cause your Equipment to access the internet incurring data usage and/or overage charges.

6. Equipment

a. Is Equipment new or refurbished?

Equipment that you purchase from us is new, unless otherwise indicated.

b. May I upgrade my Equipment?

You may upgrade your Equipment at any time by contacting us in any of the ways set out in Section 9(d) below. You may be subject to an administrative charge in accordance with Section 3(d) above. If, in connection with your Equipment upgrade, you are subscribing to a new Term and cancelling a previous Term early, you will be charged an Early Cancellation Fee. Please note that if you wish to upgrade your Equipment, you may also be required to change to a Service that is currently available in market. Also please note that any Service or Equipment you remove may no longer be available.

c. Is my Equipment locked or restricted to the Lisims Mobility network or Services?

Your wireless device is locked and restricted to be used only on the Lisims Mobility network, but may also be used on the networks operated by any of the carriers with which we have roaming agreements. If you attempt to unlock your device it may become permanently unusable and may violate the software license agreement for your device. If you would like to unlock your wireless device, the Device Unlock Fee set out in your wireless service agreement may apply. If you were given a device subsidy, we will only unlock your device after the first 90 days of your Term. Please also note that for the first 90 days following the Activation Date, if you are roaming off the Lisims Mobility network, your Service will be restricted from placing outgoing calls to destinations other than those that have a North American area code (including Canada and the USA) and the destination at which are located while placing the call.

d. Who is responsible for ensuring that my Equipment is up to date?

Equipment and related software may have to meet certain minimum requirements and be maintained in certain ways and in certain locations in order to access the Services or for the proper operation of the Services (e.g., 9-1-1 services). Those requirements may change from time to time and you are responsible for updating or maintaining your Equipment and software as necessary to meet those requirements. We may provide software updates for the Equipment for the continued operation of the Services or the Equipment. Likewise, from time to time we may have to modify or remove previous software features in order to introduce new features to ensure that the Equipment remains compatible with technological advancements. If your Equipment or software is not up to date, we may not be able to provide you with applicable customer support.

e. What are my responsibilities relating to the Equipment?

You are solely responsible for:

- i. any access to the Equipment;
- ii. providing any additional connections, as well as inside wiring and home phone terminal equipment, that are not provided by us;
- iii. reconnecting any of your equipment and facilities as necessary after cancellation of your Services;
- iv . maintaining the security and privacy of your property and your transmissions using the Services, the Equipment or our facilities or networks;

- v. protecting against any breaches of security or privacy or other risks involved in installing, using, maintaining or changing the Services or the Equipment; and
- vi. ensuring that there are no unauthorized attachments to the Equipment.

Except for Equipment that you have fully paid for, all Equipment we install or provide to you remains our property. For all Equipment we own, you must:

- i. take reasonable care of it;
- ii. not sell, lease, mortgage, transfer, assign or encumber it;
- iii. not re-locate it without our knowledge and permission; and
- iv. return it to us at your own expense upon cancellation of the Services to which the Equipment is related.

If our Equipment is lost, damaged, stolen, sold, leased, mortgaged, transferred, assigned, encumbered or not returned, you must immediately notify us. You agree to pay us the undiscounted retail value of that Equipment, together with any costs we incur in seeking possession of it.

7. Your Privacy

a. What can Lisims Mobility do with my account information and personal information?

By entering into an Agreement, you expressly:

- i. authorize Lisims Mobility to collect and use your current and historical personal location information associated with any device you use under your Agreement(s) in order to provide geo-location services to you, with the ability to opt-out of these services at any time.
- ii. agree that your account information may be disclosed to other members of the Lisims Communications LP organization, and to our agents, authorized dealers and distributors to service your account, respond to your questions, telemarket (including by way of automatic dialing and announcing devices), and promote additional products and services offered by members of the Lisims Communications LP organization. If you do not wish to receive these offers or information, please contact us in any of the ways set out in Section 9(d) below.

b. Where will my personal information be stored?

Personal information collected in connection with the provision of the Services may be stored and processed in or outside Canada and may be subject to the laws of other jurisdictions.

c. Will Lisims Mobility disclose my personal information to any outside parties?

Unless you provide express consent or disclosure is required pursuant to a legal power, all information regarding you kept by us, other than your name, address and listed phone number, is confidential and may not be disclosed by us to anyone other than:

- i. you;
- ii. a person who, in our reasonable judgment, is seeking the information as your agent;
- iii. another telephone company, provided the information is required for the efficient and cost-effective provision of home phone service and disclosure is made on a confidential basis, with the information to be used only for that purpose;
- iv. a company involved in supplying phone or phone directory-related services, provided the information is required for that purpose and disclosure is made on a confidential basis, with the information to be used only for that purpose;
- v. an agent retained by us in the collection of your account or to perform other administrative functions for us, provided the information is required for and used only for that purpose;
- vi. an agent retained by us to evaluate your creditworthiness, provided the information is required for and is to be used only for that purpose;

- vii. a law enforcement agency whenever we have reasonable grounds to believe that you have knowingly supplied us with false or misleading information or are otherwise involved in unlawful activities;
- viii. a public authority or agent of a public authority if, in our reasonable judgment, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information; or
- ix. a public authority or agent of a public authority, for emergency public alerting purposes, if a public authority has determined that there is an imminent or unfolding danger that threatens the life, health or security of an individual and that the danger could be avoided or minimized by disclosure of the information.

d. How does Lisims Mobility obtain consent from me to disclose my personal information?

Express consent to disclosure may be obtained by:

- i. written consent;
- ii. oral confirmation verified by an independent third party;
- iii. electronic confirmation through the use of a toll-free number;
- iv. electronic confirmation via the internet;
- v. oral consent, where an audio recording of the consent is retained by us; or
- vi. consent through other methods, as long as an objective documented record of your consent is created by you or by an independent third party.

e. Can I have an unlisted phone number?

You may opt to pay for an unlisted phone number; however, please note that directories or providers of operator services may obtain your phone numbers and address from a source other than us. In addition, your name, address and phone numbers will be accessible by 9-1-1 service providers even if you pay for an unlisted phone number.

f. How can I get more information about the protection of my personal information at Lisims Mobility?

Our corporate and online Privacy Policies are available at npvlp.ca/privacy. In order to access, obtain more information about your personal information held by Lisims Mobility, make a privacy-related complaint, or obtain a copy of our Privacy Policies: e-mail us at support@npvlp.ca; or write to our Chief Financial Officer, Nisga'a Pacific Ventures LP, 4714 Tait Avenue, New Aiyansh, B.C., V0J1A0

8. Warranties and Limitation of Liability

Please note that the term "Lisims Mobility Parties" includes Lisims Communications and its affiliates, partners, licensors, dealers, representatives, suppliers and agents (and their respective employees, officers, directors, shareholders and representatives).

a. Are there any warranties on the Equipment?

The Equipment may be covered by a manufacturer's or other warranty. Please see the materials accompanying your Equipment for warranty information and details, including coverage, duration and how you may make a claim under the warranty. There may also be optional Equipment protection programs made available to you from time to time.

b. Are there any warranties on the Services?

The Services that Lisims Mobility provides may be impacted by factors beyond Lisims Mobility's reasonable control. For this reason, you acknowledge and understand that the Services or access to the Services, including 9-1-1, public alerts or special needs services, may not function correctly or at all in the following circumstances:

- i. if your Equipment fails, is not configured correctly or does not meet Lisims Mobility's requirements;
- ii. if you install certain third party applications on your Equipment;

- iii. in the event of a network outage or extended power failure;
- iv. if you tamper with or, in some cases, move the Equipment; or
- v. following suspension or cancellation of your Services or account.

To the maximum extent permitted by applicable law:

- i. the Lisims Mobility Parties do not guarantee or warrant the performance, availability, coverage, uninterrupted use, security, pricing or operation of the Services, the Equipment (except towards residents of Québec** in accordance with statutory warranties) or any products, content, applications, software, services, facilities, connections or networks used or provided by us or third parties (collectively, the “Offering”);
- ii. Lisims Mobility may limit the amount of an Offering that you may purchase;
- iii. you bear the entire risk as to the use, access, transmission, availability, reliability, timeliness, quality, security and performance of the Offering;
- iv. the Lisims Mobility Parties do not make any express or implied representations, warranties or conditions, including warranties of title or non-infringement, or implied warranties of merchantable quality or fitness for a particular purpose, with regard to the Offering. Not applicable to Residents of Québec**;
- v. all representations, warranties and conditions of any kind, express or implied, are excluded;
- vi. no advice or information, whether oral or written, that you obtain from the Lisims Mobility Parties creates any term, condition, representation or warranty not expressly stated in an Agreement.

c. How does Lisims Mobility limit its liability?

Unless otherwise specifically set out in an Agreement, to the maximum extent permitted by applicable law, and except towards Residents of Québec** for damages resulting from a Lisims Mobility Party’s own act, the Lisims Mobility Parties will not be liable to you or to any third party for:

- i. Not applicable to Residents of Québec**: any direct, indirect, special, consequential, incidental, economic or punitive damages (including loss of profit or revenue; financial loss; loss of business opportunities; loss, destruction or alteration of data, files or software; breach of privacy or security; property damage; personal injury; death; or any other foreseeable or unforeseeable loss, however caused) resulting or relating directly or indirectly from or relating to the Offering or any advertisements, promotions or statements relating to any of the foregoing, even if we were negligent or were advised of the possibility of such damages;
- ii. Applicable only to Residents of Québec**: any damages (including loss of profit or revenue; financial loss; loss of business opportunities; loss, destruction or alteration of data, files or software; breach of privacy or security; or property damage) resulting or relating directly or indirectly from or relating to the Offering;
- iii. any Offering provided to you or accessible by you through the Services, any charges incurred in connection with such Offering or anything that is or can be done with such Offering even if you are billed for such Offering;
- iv. the performance, availability, reliability, timeliness, quality, coverage, uninterrupted use, security, pricing or operation of the Offering;
- v. any error, inclusion or omission relating to any telephone listings or directories;
- vi. the denial, restriction, blocking, disruption or inaccessibility of any Services, including 9-1-1, public alerts or special needs services, Equipment or identifiers (including phone numbers);
- vii. any lost, stolen, damaged or expired Equipment, identifiers, passwords, codes, benefits, discounts, rebates or credits;
- viii. any error, omission or delay in connection with the transfer of phone numbers to or from another telecommunications service provider, or any limitation connected to that transfer or that telecommunications service provider;

- ix. any acts or omissions of a telecommunications carrier whose facilities are used to establish connections to points that we do not serve; or
- x. any claims or damages resulting directly or indirectly from any claim that the use, intended use or combination of the Offering or any material transmitted through the Services infringes the intellectual property, industrial, contractual, privacy or other rights of a third party. Not applicable to Residents of Québec**: These limits are in addition to any other limits on the Lisims Mobility Parties' liability set out elsewhere in an Agreement and apply to any act or omission of the Lisims Mobility Parties, whether or not the act or omission would otherwise be a cause of action in contract, tort or pursuant to any statute or other doctrine of law.

d. Are there any additional limitations of liability that apply to 9-1-1 emergency services?

We are not liable for:

- i. libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over our network from your property or premises or recorded by your equipment or our equipment;
- ii. damages arising out of your act, default, neglect or omission in the use or operation of equipment that we provide;
- iii. damages arising out of the transmission of material or messages over our network on your behalf, which is in any way unlawful; or
- iv. any act, omission or negligence of other companies or telecommunications systems when their facilities are used in establishing connections to or from your facilities and equipment. Except in cases where negligence on our part results in physical injury, death or damage to your property or premises, our liability for negligence related to the provision of 9-1-1 emergency services on a mandatory basis is limited to the greater of \$20 and 3 times the amount, if any, you would otherwise be entitled to receive as a refund for the provision of defective Service under an Agreement. However, our liability is not limited by this Section in cases of deliberate fault, gross negligence or anticompetitive conduct on our part or in cases of breach of contract where the breach results from our gross negligence.

We will not be liable to you or to any third party for any inability to obtain access to 9-1-1 emergency services as a result of the limitations described in this Section.

e. Are there any circumstances under which I would have to compensate Lisims Mobility?

You will indemnify and hold harmless the Lisims Mobility Parties from and against any claims, losses, damages, costs and expenses (including, without limitation, reasonable legal fees and other litigation expenses) incurred by the Lisims Mobility Parties relating to your violation, alleged violation or misappropriation of any intellectual property, industrial, contractual, privacy or other rights of a third party or any alleged libel or slander by a third party against you.

9. General

a. How can I resolve a complaint or dispute with Lisims Mobility?

If you have a concern that was not resolved, then we invite you to submit a Share a Concern form (npvlp.ca/contact) and we'll respond within 1 business day. If you're not satisfied with the resolution by one of our management team members, then you also have the option to speak to our Chief Executive Officer.

Not applicable to Residents of Québec**: To the extent permitted by applicable law, unless we agree otherwise, any claim or dispute, whether in contract or tort, under statute or regulation, or otherwise, and whether pre-existing, present or future, arising out of or relating to the following items will be determined by final and binding arbitration to the exclusion of the courts:

- i. an Agreement;
- ii. the Services or Equipment;
- iii. oral or written statements, advertisements or promotions relating to an Agreement, the Services or Equipment; or
- iv. the relationships that result from an Agreement.

Where applicable, arbitration will be conducted in the province in which you reside, on a simplified and expedited basis by 1 arbitrator under the current laws and rules relating to commercial arbitration in the province or jurisdiction in which you reside on the date of the notice. Lisims Mobility will pay all reasonable costs associated with that arbitration. Any arbitration will be conducted in accordance with our Arbitration Protocol, which is available at npvlp.ca/terms.

b. What happens if part of an Agreement becomes unenforceable or doesn't apply?

If any portion of an Agreement is unenforceable, the remaining provisions continue in full force. Our failure to enforce strict performance of any provision of an Agreement does not mean we have waived any provision or right. Neither the course of conduct between us nor trade practice modifies any provision of an Agreement.

c. What laws apply to these Terms and the rest of my Agreement?

Each Agreement is governed exclusively by the laws of the province in which your billing address is located and you submit to the exclusive jurisdiction of the courts of that province. However, if your billing address is outside of Canada, that Agreement is governed exclusively by the laws of the province of British Columbia and you submit to the jurisdiction of the courts of British Columbia. Please note that your rights and remedies may vary by province.

d. How can I contact Lisims Mobility?

To contact us:

- i. visit the Lisims Mobility store;
- ii. call 250-633-5150;
- iii. email to support@npvlp.ca;
- iv. send a fax to 250-633-2677; or
- v. write to Lisims Mobility Customer Service, 4714 Tait Avenue, New Aiyansh, B.C., V0J1A0.

Any notice of a claim must be given to the Lisims Communications LP, 4714 Tait Avenue, New Aiyansh, BC V0J1A0 and will be deemed to have been given on the date on which it was sent by the party giving the notice.

ACCEPTABLE USE POLICY

Please direct any questions or comments regarding this Acceptable Use Policy (“AUP”) and complaints of violations of this AUP by subscribers to support@npvlp.ca. Except where otherwise indicated, “you” and “your” means you and every person who uses the Services through your account.

Introduction

When using our services, the Equipment, our facilities or networks and any products, content, applications or services in conjunction with the Services or Equipment, you must comply with all applicable laws, and our policies, rules and limits including this AUP. This AUP supplements and is incorporated into the Lisims Mobility Terms of Service (the “Terms”), which accompanies this AUP. It is also available at <http://www.npvlp.ca/lisims-communications/mobility/terms>. Unless otherwise defined in this AUP, defined terms have the meanings given to them in the Terms. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND THIS AUP, AS AMENDED FROM TIME TO TIME, YOU SHOULD IMMEDIATELY STOP USING THE SERVICES AND NOTIFY LISIMS MOBILITY THAT YOU ARE TERMINATING THE SERVICES.**

Prohibited Activities

Without limitation, you may not use (or allow anyone else to use) our Services to:

- i. use, possess, post, upload, transmit, disseminate or otherwise make available content that is unlawful or violates the copyright or other intellectual property rights of others (as described in more detail below);
- ii. participate in any illegal soliciting or gaming schemes;
- iii. attempt to use the Services in such a manner so as to avoid incurring charges for usage;
- iv. participate in any fraudulent activities, including impersonating any person or entity or forging anyone else’s digital or manual signature. You assume all risks regarding the determination of whether material is in the public domain;
- v. access the Internet via the Services using Internet Protocol (IP) addresses other than the IP address(es) assigned to you by us;
- vi. invade another person’s privacy, collect or store personal data about other users, or stalk or harass another person or entity;
- vii. access any computer, software, data or any confidential, copyright-protected or patent-protected material of any other person, without the knowledge and consent of that person, or use any tools designed to facilitate access, such as “packet sniffers”;
- viii. upload, post, publish, deface, modify, transmit, reproduce, distribute in any way or otherwise make available information, software or other material protected by copyright or other proprietary or contractual right (such as a non-disclosure agreement) or related derivative works, without obtaining permission of the copyright owner or right holder;
- ix. use, reproduce, distribute, sell, resell or otherwise exploit the Services or content we provide or which you obtain through the Services for any commercial purposes;
- x. copy, distribute, sub-license or otherwise make available any software or content we provide or make available to you or which you obtain through the Services, except as authorized by us;
- xi. alter, reproduce, or tamper with the Services or any function, component or identifier of your Equipment, such as the Electronic Serial Number (ESN) or the International Mobile Equipment Identity (IMEI) that is not meant to be altered, reproduced or tampered with;
- xii. restrict, inhibit or interfere with the ability of any person to access, use or enjoy the Internet, the Services or any Equipment used to connect to the Services, or create an unusually large burden on our networks, including, without limitation, posting, uploading, transmitting or otherwise making available information or software containing a virus, lock, key, bomb, worm, Trojan horse or other harmful, limiting, destructive or debilitating feature, distributing mass or

unsolicited e-mail (“spam”) or other messages, or otherwise generating levels of traffic sufficient to impede others’ ability to send or retrieve information, or to use the Services in an abusive manner in connection with any unlimited packages, options or promotions;

- xiii. disrupt any backbone network nodes or network service, or otherwise restrict, inhibit, disrupt or impede our ability to monitor or deliver the Services, any transmissions or data;
- xiv. interfere with computer networking or telecommunications service to or from any Internet user, host, provider or network, including, without limitation, denying service attacks, overloading a service, improperly seizing or abusing operator privileges (“hacking”), or attempting to “crash” a host;
- xv. use the Services for anything other than your own personal purposes (such as reselling the Services, providing Internet access or any other feature of the Services to any third party) or share or transfer your Services without our express consent;
- xvi. operate a server in connection with the Services, including, without limitation, mail, news, file, gopher, telnet, chat, Web, or host configuration servers, multimedia streamers or multi-user interactive forums;
- xvii. impersonate any person or entity, including, without limitation, a Lisims Mobility official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- xviii. forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Services; or
- xix. port scan a person’s computer or wireless device without that person’s consent, or use any tools designed to facilitate these scans.

Unlawful or Inappropriate Content

Any Lisims Mobility Party reserves the right to move, remove or refuse to post any content, in whole or in part, that it, in its sole discretion, decide are unacceptable, undesirable or in violation of the Terms or this AUP. This includes, without limitation:

- i. obscene, profane, pornographic content;
- ii. defamatory, fraudulent or deceptive statements;
- iii. threatening, intimidating, abusive or harassing statements;
- iv. content that violates the privacy rights or intellectual property rights of others;
- v. content that unlawfully promotes or incites hatred;
- vi. content that is otherwise offensive or objectionable; or
- vii. any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any municipal, provincial, federal or international law, order or regulation.

For purposes of this AUP, “content” refers to all forms of communications including, without limitation, text, graphics (including photographs, illustrations, images, drawings, logos), executable programs, audiovisual recordings, and audio recordings.

Security

As set out above, you are responsible for any misuse of the Services, by you or by any other person with access to the Services through your Equipment or your account. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Services through any means, including, without limitation, wireless networking and wired networking. The Services may not be used to breach the security of another user or to attempt to gain access to any other person’s equipment, software or data, without the knowledge and consent of such person. Additionally, the Services may not be used in any attempt to circumvent the user authentication or security of any host, network, or account, including, without limitation, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing

the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited. You may not disrupt the Services. The Services also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to “crash” a host. The transmission or dissemination of any information or software that contains a virus or other harmful feature is also prohibited. You are solely responsible for the security of any device you choose to connect to the Services, including any data stored on that device. In particular, Lisims Mobility recommends against enabling file or printer sharing of any sort. Lisims Mobility recommends that any files or services you do choose to make available for remote access be protected with a strong password or as otherwise appropriate. You agree to treat as confidential all access codes, personal identification numbers and/or other passwords that we may provide to you for use with the Services.

Unsolicited Communications

As set out above, the Services may not be used to send unsolicited, bulk or commercial messages or for any other unsolicited communications. This includes, without limitation, using automatic dialing and announcing devices to or otherwise make unsolicited voice or facsimile calls and bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such communications may only be directed to those who have explicitly requested it. The Services may not be used to send messages to any individual who has indicated that he/she does not wish to receive messages from you. The Services may not be used to collect responses from unsolicited e-mail messages sent from accounts on other Internet hosts or e-mail services that violate this AUP or the acceptable use policy of any other Internet service provider. Moreover, unsolicited e-mail messages may not direct the recipient to any web site or other resource that uses the Services. Forging, altering or removing e-mail headers is prohibited. You may not reference any Lisims Mobility network (for example, by including “Organization: Lisims Mobility” in the header or by listing an IP address that belongs to a Lisims Mobility network) in any unsolicited e-mail even if that e-mail is not sent through a Lisims Mobility network. “Mail bombing” is prohibited. That is, you may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain letters is similarly prohibited, whether or not the recipient wishes to receive such mailings. Lisims Mobility is not responsible for the forwarding of e-mail sent to any account that has been suspended or terminated. Such e-mail will be returned to sender, ignored, deleted, or stored temporarily, at Lisims Mobility’ sole discretion.

User-Generated Content Services

“User-Generated Content Services” or “UGC Services” refers to any services that allow an end user to post, upload or generate content online to be shared with a limited or unlimited number of recipients and may include, without limitation: news groups, online forums, message boards, chat programs, wiki’s, photo sharing services, customer review sites, video sharing services, blogs and web hosting. Any User-Generated Content Services accessed through the Services must be used in accordance with the following:

- i. you must comply with the UGC Service’s written charter, policies or FAQs;
- ii. you may only post advertisements, solicitations, or other commercial messages in the UGC Service if that service’s charter, policies or FAQs explicitly permit them;
- iii. you are responsible for determining the policies of the UGC Service before using it;
- iv. you must adhere to daily volume, file size and format restrictions of any UGC Service;
- v. unless otherwise specified in the UGC Service’s charter, policies or FAQs, you must not forge, alter or remove any information from the UGC Service;
- vi. the Lisims Mobility Parties have no obligation to monitor the content of any UGC Service and the Lisims Mobility Parties are not liable for any claims, losses, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs and expenses arising out of or relating to the content of any such service;
- vii. you must not use the UGC Service to perform “flooding”, which refers to deliberately repeating actions in quick succession in order to fill the screens of other Internet users with text or other content;

- viii. any computer or other device connected through the Services may not maintain more than two simultaneous chat connections including, without limitation, the use of automated programs, such as “bots” or “clones”. Automated programs may not be used when the account holder is not physically present at the device;
- ix. you must not use the Services to send messages that disrupt another Internet user’s equipment, software, hardware or user display; and
- x. you must not forge, alter or obscure your identity (other than using a nickname) while participating in the UGC Service.

Bandwidth, Data Storage and Other Limitations

You must comply with the then current bandwidth, data storage and other limitations on your applicable Services. You must also ensure that your activity does not improperly restrict, inhibit, or degrade any other subscriber’s use of the Services, nor represent (in the sole judgment of Lisims Mobility) an unusually large burden on our networks. In addition, you must ensure that your activity does not improperly restrict, inhibit, disrupt, degrade or impede Lisims Mobility’ ability to deliver the Services, and monitor and investigate the Services, backbone, network nodes, and/or other network services or components. You may not resell, share, or otherwise distribute the Services or any portion thereof to any third party without the written consent of Lisims Mobility. For example, you cannot provide Internet access to others through a dial up connection, host shell accounts over the Internet, provide e-mail or news service, or send a news feed. The Services are consumer products designed for personal access to and use of the Internet. For example, the Services do not provide the type of security, upstream performance and total downstream throughput capability typically associated with commercial use. You may not run a server in connection with the Services. You may not provide network services to others via the Services. In addition, you are prohibited from running servers for mail, http, ftp, irc, and dhcp, and multi-user interactive forums. Your use of the Services may be subject to a usage limit, as set out in your Service Agreement. If you exceed that limit, you may be subject to additional usage charges. See <http://www.npvlp.ca/lisims-communications> for the current usage allowance for your Services.

Network Management

We reserve the right to manage our networks in order to optimize their efficiency for the benefit of our subscribers, including, without limitation, by way of the following: rate limiting (speed), rejection or removal of spam or otherwise unsolicited bulk e-mail, anti-virus mechanisms, and protocol filtering. We may take any other action we deem appropriate in order to help ensure the integrity of the network experience for all subscribers. For details on our network management practices, visit <http://www.npvlp.ca/lisims-communications>

Violation of this Acceptable Use Policy

As set out in the Terms, we have the right, but not the obligation, to monitor or investigate any content that is transmitted using the Services (other than voice Services) or the Equipment; and to access or preserve content or information in accordance with the Terms. We prefer to advise subscribers of inappropriate behavior and any necessary corrective action. However, if the Services are used in a way that we, in our sole discretion, believe violates this AUP, any of the Lisims Mobility Parties may take any responsive actions they deem appropriate. Such actions may include, without limitation, temporary or permanent removal of content, cancellation of news group posts, filtering of Internet transmissions, and/or the immediate suspension or termination of all or any portion of the Services or your account. The Lisims Mobility Parties will have no liability for any such responsive actions. The above described actions are not exclusive remedies and the Lisims Mobility Parties may take any other legal or technical action deemed appropriate. Upon termination of an account, any of the Lisims Mobility Parties are authorized to delete any files, programs, data and e-mail messages associated with such account. The failure to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. If any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. This AUP shall be exclusively governed by, and construed in accordance with the governing law provision set out in the Terms.

Complaints Please direct any complaints of violations of this AUP to support@npvlp.ca or contact us at 250-633-5150. Questions or complaints, concerning third party content should be addressed to the applicable content provider.

PRIVACY POLICY

The Lisims Communications LP (Lisims Mobility) Commitment to Privacy

1. This policy applies to Lisims Communications and Lisims Mobility which are referred to here collectively as Lisims Mobility. At Lisims Mobility, the security and integrity of our customers' personal information is important to us. We take every reasonable measure necessary to protect the privacy of our customers while providing the high level communication services they expect.
2. Lisims Mobility' privacy practices are in accordance with all federal and provincial laws and regulations. We are compliant with the Personal Information Protection and Electronic Documents Act (PIPEDA) and where applicable with the privacy rules established by the Canadian Radio-television and Telecommunications Commission (CRTC).
3. Lisims Mobility has in place privacy and security practices to safeguard our customers' personal information. These practices are reviewed, and if necessary revised, on a regular basis. Additionally, Lisims Mobility' employees receive privacy training and must comply with Lisims Mobility' privacy practices as a condition of employment.
4. Personal information collected by Lisims Mobility is information about an identifiable individual that may include such information as your name, e-mail address, mailing address, phone number, financial information, birth date and any recorded complaints.
5. At Lisims Mobility, we collect customer information for one or more of the following purposes:
 - To provide a positive customer experience, and deliver, bill for, and collect payment for products and services;
 - To understand customer requirements and make information available regarding products and services offered by Lisims Mobility and its agents, dealers and related companies;
 - To manage and develop Lisims Mobility business and operations;
 - To meet legal and regulatory requirements; and
 - To obtain credit information or provide it to others.
6. Lisims Mobility does not use or disclose personal information for purposes other than those for which it was collected, except with the consent of the individual or as required by law. Lisims Mobility retains personal information only as long as necessary for the fulfillment of those purposes.
7. Lisims Mobility informs customers of the existence, use and disclosure of their personal information upon request and gives them access to their information.
8. Lisims Mobility ensures that customer information is accurate, complete and up-to-date. Customers can challenge the accuracy and completeness of the information and request amendments as appropriate.
9. Lisims Mobility companies share information with other Lisims Mobility companies or their agents and authorized dealers, in order to offer customers products and services that they may find attractive. Notices on sharing information are contained in each company's application forms, invoices and web sites. If customers do not want to be marketed with these products and services, they can contact Lisims Mobility (see How To Contact Lisims Mobility below).
10. For FAQs about Lisims Mobility Commitment to Privacy, please visit npvlp.ca/privacy.
11. A senior company officer has been appointed as the Privacy Officer at Lisims Mobility. The Privacy Officer is accountable for all personal information at Lisims Mobility. You may contact the Privacy Officer at:

By Mail: Chief Privacy Officer, Nisga'a Pacific Ventures LP, 4714 Tait Avenue, New Aiyansh, BC, V0J1A0
12. Customers that wish to: obtain more information about Lisims Mobility Commitment to Privacy; access, or obtain more information about, their personal information held by Lisims Mobility; or make a privacy-related complaint; may contact a Lisims Mobility customer service representative who, if necessary, will refer the customer to the Lisims Mobility Privacy Officer.

9-1-1 EMERGENCY ASSISTANCE

Any wireless phone registered on the Lisims Mobility wireless network can be used to dial 9-1-1 for assistance in the case of an emergency. 9-1-1 calls are automatically routed to the most appropriate public safety agency. When calling 9-1-1 always provide your name, wireless phone number and the specific location you are calling from. And remember, it's important to speak clearly. Unlike wireline-based 9-1-1, the emergency operator does not necessarily know your actual location until you provide this information. Stay on the line for as long as the 9-1-1 operator requires. Calls to 9-1-1 are free so take all the time that you need. Leave your handset turned on after hanging up in case the 9-1-1 operator needs to call you back. Please do not program 9-1-1 into your speed dial. This can lead to accidental calls that take up valuable emergency resources. Calls to 9-1-1 from your wireless phone are subject to the same limitations as regular wireless calls. For example, if you are underground or too far from a wireless network antenna, the quality of your call may be affected, or you may not be able to connect to the network.

Phase One of Enhanced 9-1-1

Phase One of Enhanced 9-1-1 or E9-1-1 is designed to help 9-1-1 operators react more quickly and accurately in emergency situations. E9-1-1 provides emergency operators with the phone number of the caller and the location of the wireless network antenna receiving the call but not the caller's exact location. The caller must still provide this information. The caller's phone number allows the emergency operator to re-establish contact with the caller if the connection is lost. The wireless network antenna location helps emergency operators identify the most appropriate emergency services to dispatch.

Phase Two of Enhanced 9-1-1

Phase Two of Enhanced 9-1-1 is designed to provide more accurate location information than Phase One. E9-1-1 emergency operators that have the necessary systems deployed will not only receive the caller's phone number, but will also receive geographic coordinates associated with the caller's approximate location. A caller's location will be automatically determined using special technology enabled in the Lisims Mobility network and in certain handsets and will help ensure that callers get the proper help as quickly as possible. Any customer registered on the Lisims Mobility wireless network in an area served by E9-1-1 that has the necessary systems deployed will have access to Phase One and Two. This includes Lisims Mobility wireless customers in their local area and Lisims Mobility wireless customers visiting an area in Canada served by E9-1-1. For more information about E9-1-1 and to verify if Phase Two is deployed in your area, please visit npvlp.ca/911