

QINIQ Internet Terms and Conditions of Service

1. The following Terms and Conditions of Service (the “Terms”) govern your use of QINIQ Internet Service (the “Service”).
2. Your customer agreement, any applicable user guides, and any other materials incorporated by reference together with these Terms constitute your agreement (the “Customer Agreement”) with us, SSI Micro Ltd. (referred to as “us”, “SSI”, “our” or “ours”). You may have more than one Customer Agreement with us.
3. Along with the other terms and conditions described in the Customer Agreement, as a QINIQ Internet Service Customer, you (referred to as “you”, the “Customer”, “your” or “yours”) agree:
 - To the terms and conditions as outlined in the Service Agreement;
 - To the purchase and warranty terms and conditions for the SSI-provided Device, as described below;
 - That your account will be placed in suspension if you do not pay on time;
 - That you will be responsible for your actions on the Internet;
 - That you cannot use the Service for illegal or improper purposes;
 - That you will be responsible for any password you have to use the Service. You must NOT give out the password to others. Your Community Service Provider (“CSP”) cannot access your mailbox, nor do they know your password;
 - That you will contact your CSP or call 1 (877) 686-2888 (NUNAVUT) for technical support;
 - To cause all persons who use the Service under your account or with your authorization to comply with the Customer Agreement;
 - That the acts or omissions of all persons who use the Service under your account or with your authorization will be treated for all purposes as your acts or omissions;
 - That you have received and had the opportunity to review a copy of the Customer Agreement;
 - And confirm that the information you have provided to us is up-to-date and accurate;
 - To notify us of any change in your information; and
 - That SSI reserves the right to change the prices, terms and conditions of the Customer Agreement at any time without notice.
4. By using the Service, you confirm your acceptance of this Customer Agreement.

Please review the detailed terms and conditions set out below.

Detailed Terms and Conditions

A. Parties to these Terms

5. The Customer is the individual or organization named in the Contact Information part of the Customer Agreement, and anyone allowed by the Customer to use the Service.
6. SSI will provide Internet access to you, the Customer, according to the terms outlined below.
7. The Service is also known commonly as QINIQ, the QINIQ Network or QINIQ.com.
8. Local support and service for QINIQ customers is provided by authorized Community Service Providers or CSPs. CSPs only have limited authority to act as agent of SSI for the specific purposes set out in the Customer Agreement and in SSI’s policies and procedures.

9. SSi agrees to supply you with Service across exclusively for equipment (devices, hardware and/or modems – referred to as a “Device”) used by you that are approved by SSi. You may have more than one Device and more than one QINIQ account. You acknowledge responsibility for supplying all necessary equipment, software and Devices in working order for your computer and associated facilities, at your cost. Your equipment, including any Device, must meet minimum system requirements as outlined by SSi from time to time.
10. If SSi has provided you with a working Device to connect to SSi’s network in order to receive Service, neither SSi nor your CSP is responsible if you have problems with your computer, software or network beyond the provided Device and SSi’s radio access network. This limitation extends to any issues specifically related to the WiFi capabilities your SSi provided Device may encounter. Some QINIQ CSPs may agree to provide additional services, but CSPs are not obligated to provide any additional services and if your CSP does so, the work is not carried out under this Customer Agreement.

B. Subscribing to QINIQ Internet Service

11. You will be connected to the Service with the assistance of a CSP, or by ordering a Device from SSi via the QINIQ website.
12. You acknowledge and accept that when purchasing a Device from or making Service payment via your local CSP, a portion of your service revenue will be paid to that CSP.

C. Privacy

13. SSi respects your privacy. SSi may provide you with information about news, sales and promotions related specifically to SSi and QINIQ services as well as send you information regarding your account. SSi will NOT disclose your personal data outside of SSi unless we are required to do so by law and in order to assist in the detection or prevention of crime.

D. Payment for Service

14. You will pay for Service in advance on a monthly basis. For example, if your Service plan starts on November 14, you must prepay one month of service on November 14. In this example, the next payment is due on December 14 or the service will be suspended. Customers may pay more than one month in advance.
15. Service may be paid by credit card or by bank transfer to SSi. If your credit card is declined or no bank transfer is received, your account will be suspended until payment in full is made. Extra charges or upgrades to your plan will be charged to your account monthly at the rates published in the then current price schedule.
16. A CSP will accept cash as payment, and will issue a receipt to you. It is entirely up to each CSP if they choose to offer other forms of payment to you or to others in your community. CSPs are not authorized to change any Service pricing when offering other forms of payment.
17. The Service may be used to purchase goods or services on the Internet and to carry out banking or other financial transactions. You agree to be responsible for all charges for any goods or services levied by third parties while you are using the Service.

18. You agree that you are liable for charges and other activities incurred on or related to your QINIQ Service account by any person. It is therefore very important that you safeguard your QINIQ Service user name and password and keep these confidential.
19. In addition to wireless access devices or other equipment purchased separately from any SSI-provided Device, some equipment may include wireless functionality allowing access to the Service. It is your sole responsibility to monitor your usage and ensure that no unauthorized individuals are utilizing your Service connection. You are liable for all charges incurred on your QINIQ Service account including charges resulting from others connecting to your wireless equipment, Devices or Service.
20. You agree to pay SSI all the fees applicable to the product and service charges you incur through your QINIQ Service account, including any fees associated with the use of such Service together with all applicable taxes.
21. Unless otherwise indicated, all fees for products and services purchased through your QINIQ Service account will be billed immediately to the credit card you designated for the particular QINIQ Service account and are non-refundable. SSI reserves the right to change the amount of, or basis for determining, any fees for products or services, including the Service, and to institute new fees or terms at any time effective upon notice to you.

E. Limitations on QINIQ Service

22. SSI shall use its best efforts to supply QINIQ Service at all times. Should QINIQ Service not be available, regardless of the reason, you agree that refunds or credits will be provided at the sole discretion of SSI and then only in extended and unusual circumstances.
23. You agree that the QINIQ Service is being provided as a shared service, one that is intended to serve many customers across all Nunavut communities. For the purpose of managing this shared network, you agree that SSI has all necessary approval to monitor your usage and your consumption of these shared resources and to record, and analyze your consumption and usage records.
24. You acknowledge that portions of the SSI QINIQ network may be provided by governments or not-for-profit organizations for public benefit purposes and that some of these shared resources provided may be limited at some times or in some circumstances. SSI reserves the right to implement specific limits on the maximum amount of resource consumption available to you as set forth in any of SSI's pricing or terms and conditions of service, including the authority to charge additional or different usage fees or to limit consumption as set forth in the Service pricing or terms and conditions of service from time to time.
25. SSI reserves the right to make firmware upgrades to the Device you are using at any time automatically and remotely without prior notice, and to recall and replace Devices as needed from time to time.
26. If you are a Customer of a QINIQ 4G-LTE Internet Service Plan, these plans do not restrict speeds once you have consumed the base data included with your chosen Service plan. If you reach that limit, you will be re-directed to our captive portal where you can purchase additional data and services via credit card, or with credit on file.

F. Limitation of Liability and Authority

27. Neither SSi nor the CSP shall be responsible for any reason whatsoever for loss of information, time or money however caused related to your use of the Service. You assume all such risk upon entering into this Customer Agreement.
28. A CSP is not authorized to do or say anything on behalf of SSi that is contrary to this Customer Agreement or SSi's policies and procedures. SSi is not responsible for any loss or damages you may suffer that are due to the actions or failure to act of a CSP, including any negligence or misconduct by a CSP.

G. Appropriate Use of the Internet and QINIQ Service

29. Your use of the Internet is solely your responsibility; neither SSi nor your CSP shall have any liability for the nature or use of the data transferred from or to your Device.
30. By using the Service, you acknowledge that you or anyone who uses your computer, your Device or any equipment able to access your Service and account, authorized by you or not, may come into contact with information, material or pictures that are inappropriate or offensive. SSi and your CSP do not limit access to any part of the Internet and you are solely responsible for limiting access to the contents of the Internet for all users of your computer, your Device or other equipment able to access your QINIQ Service.
31. SSi is committed to protecting all Customers and the Internet community as a whole from illegal, irresponsible and disruptive Internet activities. SSi is not obligated to, but has the right to monitor the use of Service as indicated, without limitation, in the examples below. You agree that cancellation of your QINIQ Service account with no refund may result from breaches of the following:
 - Email may only be sent to those who have requested it and must use a valid return email address. If a QINIQ email address is referenced in spam originating from QINIQ servers, the responsible Customer's account will immediately be terminated;
 - The distribution or use of mass emailing programs is strictly prohibited;
 - Customers participating in advertising, transmitting, or otherwise making available any product, or service that is illegal or designed to solicit numerous responses, subscribing other Internet users to listservs or mailing lists, threatening other Internet users, mail bombing Internet users, running packet sniffers or port scanners or the intentional distribution of viruses and worms and other harmful files will result in immediate account termination and possible legal action;
 - SSi reserves the right to terminate any Customer account that engages in abuse of SSi equipment, sites, software or network, and/or other customer's sites. This definition of abuse includes, but is not limited to attempting to gain access to other customer accounts or disrupting SSi's systems in any way;
 - SSi reserves the right to disable the account at any time without notice for any Customer who may be inadvertently or otherwise generating improper or non-standard traffic to the detriment of other Internet users, Service or the SSi network. In such an event, you agree that you shall make no claim for credit or loss or damage for the period that your Service account is disabled.

H. Changes to QINIQ Services and Prices

32. SSi reserves the right to revise, amend, or modify the scope and nature of the Service provided and/or the prices for the Service and/or the terms and conditions of this Customer Agreement or

related policies at any time and in any manner without notice. Changes to the Service, prices, this Customer Agreement and any related policies will be posted on the QINIQ web site at www.QINIQ.com, and you will be notified by email of any such changes. Your continued use of the Service following the posting of any changes on QINIQ web site indicates your agreement to such changes.

33. Your Customer account with SSi may in the future be assigned to another network provider provided the QINIQ Service continues to be delivered to you.

I. Concerns, Complaints and Escalation

34. If you have problems or concerns about QINIQ or SSi or related to your Service, please contact your assigned CSP and ask him or her to help. If you are not satisfied with the answer or the support received from your CSP, please phone for support at 1 (877) 686-2888 (NUNAVUT) or email the QINIQ support service at the email address noted on the QINIQ web site at www.qiniq.com and register your issue, question, or concern. Each issue that you raise will be logged and managed by us to ensure that you are satisfied in a reasonable period of time.

J. QINIQ Service and Residents of Nunavut

35. You may only subscribe to a QINIQ Service account, acquire an SSi-provided Device, and connect to the SSi network to receive Service either directly from SSi or through a CSP authorized by SSi and identified on the QINIQ web site.
36. Subsidized Internet Service packages listed on the QINIQ.com website are available only to Nunavut households, residents, and students, unless indicated otherwise. All other parties wishing to subscribe to Service are subject to the Real Cost Factor (RCF) rates shown at the relevant section of the QINIQ website.
37. CSPs are not authorized to change the Terms, payment policies or the Service prices in any way without prior written approval from SSi.

K. Signal Strength and Quality of Service

38. SSi will make every reasonable attempt to assure a quality of service equal to the advertised performance. In order to ensure the highest possible quality of service for all customers, SSi may limit the throughput of any Devices that strain or could strain available resources on the SSi network used to deliver Service. In cases where Service is being delivered across SSi’s wireless network, this type of limitation may be able to be avoided by placing your Device in a location where it receives a stronger or clearer signal from the SSi network.

L. Use of SSi and QINIQ Property

39. As a customer of the Service, you acknowledge that you have no ownership or rights to the SSi or QINIQ names and any associated promotional material, domain names, design marks and trademarks.
40. You acknowledge that the email name used by you under this Customer Agreement is selected by you, and that email name is being used by you at your sole risk. You acknowledge that SSi has the

right at any time for any reason whatsoever to withdraw any email name from use as a QINIQ email name and to require Customer to select another available name.

41. You acknowledge that the IP address assigned to you by SSI, whether a dynamic or static IP address, is at all times the property of SSI.

M. Hardware Warranty

42. If you have an SSI-provided Device, and should that Device fail to function when attempting to activate it for the first time, SSI may choose to provide a replacement Device free of charge. If your Device experiences problems during the Service period, we encourage you to refer to the manufacturer's warranty.