

## **1. About these Terms of Service: Parties, Roles and Responsibilities**

### ***1.1 How do these Terms of Service apply to you?***

- These terms and conditions, including the SSi Appropriate Use Policy and the SSi Privacy Policy (the “Terms of Service”), govern your use of:
  - The services that you subscribe to or purchase under a service agreement or receive from or through SSi, including QINIQ internet service and SSi Mobile service (the “Service” or “Services”); and
  - Any device or equipment (the “Device” or “Devices”) that you purchase or otherwise acquire from SSi or SSi’s agent, or that you have acquired elsewhere in order to use or access the Services.

### ***1.2 In these Terms of Service:***

- “SSi”, “us”, “we” and “our” means SSi Micro Ltd. and any related parties;
- “Customer”, “you”, “your” and “yours” means the party who is subscribing to the Services or acquiring the Devices;
- “Community Service Provider” and “CSP” means an authorized Community Service Provider providing local support and service for Customers as an agent of SSi for the specific purposes set out in the Customer Agreement;
- “Prepaid Service” means a Service that you purchase before you use it;
- “Postpaid Service” means a Service for which you are billed, in whole or in part, after you use it;
- “Service Plan” means the plan for the Service or group of Services that you have subscribed to or purchased;
- “SSi Website” and “SSi Websites” refer to one or more websites that SSi maintains for SSi Micro Ltd. and any related party, including for SSi Mobile, QINIQ, and any other Service. You can access all SSi Websites through [www.ssimicro.com](http://www.ssimicro.com).

### ***1.3 How do these Terms of Service work?***

- Your Customer Agreement, with any amendments, is the entire agreement between you and SSi for the Services.
- Your Customer Agreement consists of the following documents:

- Your Customer Service Plan Overview, which lists some of the key terms that apply to the Service Plan that you select; and
  - These Terms of Service, which include SSi's Privacy Policy and SSi's Appropriate Use Policy.
- If there is any inconsistency between the materials listed above and these Terms of Service, these Terms of Service will prevail.
  - By using the Service, you confirm that you accept the Customer Agreement.
  - You may have more than one Customer Agreement with us, for instance if you subscribe to more than one Service within a single account, or keep more than one account.
  - We may assign or transfer a Customer Agreement or any of our rights or responsibilities without your permission.

#### **1.4 How will we handle changes to these Terms of Service?**

- We may change these Terms of Service, as well as the scope and nature of the Services we provide, the prices at which we offer the Services, and related policies, at any time.
- We will not change the key contract terms and conditions listed in the Customer Service Plan Overview for Postpaid Services without your informed and express consent. However, we do not require your consent to reduce the rate we charge or increase your usage allowance for a Service.
- We will inform you of any changes that we make to the Customer Agreement by:
  - Posting any changes to Services, prices, these Terms of Service or related documents and any other relevant policies to the SSi websites; and
  - Contacting you by at least one of the following means: email (QINIQ and SSi Mobile); text message (SSi Mobile). Customers with disabilities may select an alternative method (see Section 9.5 below).
- If you continue to use your Prepaid Service(s) after we have posted any changes to the Customer Agreement to the SSi websites, we will consider that you have agreed to the changes.
- If you continue to use your Postpaid Service(s) 30 calendar days after we have informed you of changes other than changes to the key contract terms listed in your Customer Service Plan Overview, we will consider that you have agreed to the changes.
- A Community Service Provider 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. CSPs are not

authorized to change the Terms of Service, Service prices, or payment policies in any way without prior written approval from SSi.

### **1.5 What are your obligations under the Customer Agreement?**

- As the Customer, you are responsible for complying with the Customer Agreement. Among other things, you are responsible for:
  - Paying all charges on your account, including all fees that apply for the use of the Service together with all applicable taxes;
  - Ensuring that any other person who uses the Services under your account or with your authorization complies with the Customer Agreement;
  - Ensuring that others do not gain unauthorized access to your account and your Services. This includes protecting the security of any user names or passwords that relate to your account. Your CSP cannot access your voice mail or email or know your password unless you expressly permit them to do so;
  - Complying with the terms of purchase and warranty for any Device that you acquire from us;
  - Ensuring that any information you have provided to us is up-to-date and accurate; and
  - Obtaining our prior permission if you want to assign or transfer a Customer Agreement to another person.
  
- By using the Service and accepting this Customer Agreement, you agree:
  - That your Services will be suspended, and may be cancelled, if you do not pay on time;
  - That you will be responsible for your use of the Services, including your actions on the internet;
  - That you will be responsible for the use of the Services, including actions on the internet, of any other person who uses the Services under your account or with your authorization;
  - That you will notify us of any change in the information you have provided to us; and
  - That you will contact your CSP or call 1 (877) 686-2888 (NUNAVUT) for technical support.
  
- It is your sole responsibility to monitor your usage of the Services and to ensure that no unauthorized person uses your Service. This includes keeping your QINIQ and SSi Mobile Service user names and passwords confidential.
  
- You are responsible for all charges that are incurred on your Service account. This includes charges that result from others connecting to the Service(s) on your account whether they use Devices acquired from SSi, other equipment, or any other means.

## **2. Subscribing to, Changing and Canceling SSi Services**

### **2.1 How do you subscribe to Services?**

- You may subscribe to the Services:
  - By signing up to the Service with the assistance of a CSP authorized by SSi and identified on an SSi Website; or
  - By ordering the Service directly from SSi or through an SSi Website.

### **2.2 How can you change your Services?**

- You may change your Services at any time by contacting SSi directly (see Section 9 “How to Reach Us”) or online at [www.ssimicro.com/contact-us](http://www.ssimicro.com/contact-us) or [www.qiniq.com/contact-us](http://www.qiniq.com/contact-us).
- You may be charged an administrative or change fee. You will find all current administrative and change fees listed on the SSi Websites.
- You understand and agree that you may only change your Services to Services that SSi makes available in your community.

### **2.3 How do you cancel your Services?**

- You may cancel your Service at any time by contacting SSi directly (see Section 9 “How to Reach Us”) or with the assistance of a CSP. CSP contact information can be found at [www.ssimicro.com/services/#find-provider](http://www.ssimicro.com/services/#find-provider) or [www.qiniq.com/internet/#find-provider](http://www.qiniq.com/internet/#find-provider) or [www.qiniq.com/mobile/#find-provider](http://www.qiniq.com/mobile/#find-provider).
- Cancellation of your Prepaid Service is effective on the last date of the period for which you have paid.
- Cancellation of your Postpaid Service is effective on the later of the date you specify or the date on which SSi receives notice of cancellation.
- You agree that you are responsible for all charges until the date on which cancellation is effective.

### **2.4 What happens when you don't pay in advance for monthly Prepaid Services?**

- If you do not pay the monthly fee associated with a specific Prepaid Service by the date your monthly payment is due, your Service will be “suspended”. This means you cannot use Services until you have made your payment.
- You may re-start any suspended Service by making a payment within 90 days. Identifiers associated with suspended Services, such as your telephone number or email address, will be retained with your account for no less than 90 days before being removed from SSi’s system.
- Once your Service has been suspended for more than 90 days, your previous identifiers may no longer be available.

### **2.5 Can SSi cancel your Services?**

- SSi may cancel any or all of your Services or accounts and any corresponding Customer Agreement, unless otherwise permitted by law, as long as we give you prior notice on at least two occasions, one of which is at least 14 days prior to disconnection, and a second at least 24 hours prior to disconnection. Applicable charges continue until the cancellation date.
- We may restrict, suspend, block, disconnect or cancel any or all of your Services, accounts or identifiers in any way, without notice or liability to you, if:
  - You are in breach of a Customer Agreement, including for non-payment;
  - You exceed your credit limit;
  - You fail to provide or maintain a reasonable security deposit or other credit requirement when we ask you to;
  - You agree to a deferred payment arrangement with us and fail to comply with its terms;
  - You exceed our reasonable usage limits;
  - You have given us false, misleading or outdated information;
  - We reasonably suspect or determine that any of your accounts, identifiers, Services or Devices is the subject of a fraudulent, unlawful or improper usage or usage that adversely affects our operations or the use of our Services, facilities or networks by others;
  - You harass, threaten or abuse us or our employees, CSPs or other agents;
  - You fraudulently or improperly seek to avoid payment to us;
  - We need to install, maintain, inspect, test, repair, remove, replace, investigate, protect, modify, upgrade or improve the operation of the Services, Devices, our facilities or networks;
  - Any account or service on which your Services depend is cancelled for any reason;
  - We reasonably believe that there is an emergency or extreme circumstance that would warrant such action by us.

- If we restrict, suspend, block, disconnect or cancel your Services or accounts:
  - You must pay any amounts owing to us;
  - We may also restrict, suspend, block, disconnect or cancel, without notice or liability, your Services under any other Customer Agreement or account that you may have with us, including accounts that may be in good standing;
  - You may be charged for any costs incurred by us or by any related SSi entity in connection with your breach of these Terms, including costs incurred to enforce your compliance;
  - Your access to emergency or accessibility services (e.g., 9-1-1, where available) may also be restricted, suspended, blocked, disconnected or cancelled;
  - The rates you pay for services from other SSi entities may change in accordance with the terms of those services; and
  - Once your Service has been cancelled SSi may charge a fee to reinitiate Service, and your previous identifiers may no longer be available.
- Certain provisions of these Terms of Service may still apply as they may still be relevant even after cancellation of your Services or accounts, including the requirement to pay any amounts owing to us.

### **3. Billing and Payment**

#### ***3.1 How does SSi charge you as a Customer for a Prepaid Service?***

- As a Customer for a Prepaid Service, you will pay in advance for the Service Plan you selected. For example, if you have signed up for a Service that you purchase on a monthly basis and 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.
- You may prepay more than one month in advance. Monthly Service Plan payments for the then current month are non-refundable.
- As a Customer for a Prepaid SSi Mobile Service, you may purchase services, for example additional long-distance minutes, data roaming or international calls, in addition to what is included in your SSi Mobile Service Plan.
- To purchase additional services, you must deposit funds into your Mobile Wallet or other account with SSi in advance of use. You can estimate the necessary amount by reviewing price lists for additional usage at [www.qiniq.com/mobile/#rates](http://www.qiniq.com/mobile/#rates) or [www.qiniq.com/mobile-wallet](http://www.qiniq.com/mobile-wallet).
- To deposit funds into your account or Mobile Wallet, you can deposit cash through your CSP, make payment using a credit card, or use any credit you may have on account with us.

- For more information on the Mobile Wallet see: [www.qiniq.com/mobile-wallet](http://www.qiniq.com/mobile-wallet).
- In no case will a Customer for a Prepaid Service be permitted to exceed the usage amounts included in the Service Plan unless there is a positive balance in the Customer's account or Mobile Wallet.
- By maintaining a positive balance in your account or Mobile Wallet, you agree that we can draw down that balance to pay for usage charges in addition to those included in your Service Plan.
- The balance in your account or Mobile Wallet does not expire at the end of the then current month's Service Plan.
- If you cancel your Services, the balance in your account or Mobile Wallet will be refunded, less any amounts owing to us. If SSi cancels your Service Plan for any reason, and you do not have any amounts owing to SSi, SSi will refund the balance in your account or Mobile Wallet, other than the Service Plan fee for the then current month.
- You may check your usage balance for Services at any time in any of the following ways:
  - Via the Customer Portal at [www.qiniq.com/my/4g/login](http://www.qiniq.com/my/4g/login)
  - Calling \*111# from your mobile device.

### **3.2 How will SSi charge you as a Customer for Postpaid Services?**

- For Postpaid Services made available by us, as a Customer, SSi will bill you monthly in advance for monthly recurring charges and after use for monthly additional usage. Your account will be assigned a bill date. Your bill will also specify when payment is due (the "payment date").
- Your first bill will include any charges for Services provided between your activation date and the bill date, so the total monthly charges on your first bill may differ from those shown on your Postpaid Customer Service Plan Overview.
- Your bill will include charges for your Service Plan, any additional Services and overage charges, and any charges for Devices you acquire from SSi.
- As a Customer for a Postpaid Service, if you request a change to your Service options to take effect on a date other than your usual monthly bill date, your Service charges and allotted usage are pro-rated for the period between your Activation Date and your usual monthly bill date.

- Customers of Postpaid SSi Mobile Services will be able to access the following tools to manage their accounts:
  - Notifications via the online portal;
  - Data caps;
  - Usage monitoring tools.
- 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 (such as a credit card).

### **3.3 What forms of payment will SSi accept?**

- You may pay by credit card or by bank transfer to SSi. You may also pay in person at our Yellowknife office with cash, a credit or debit card.
- If your credit card is declined or we do not receive payment of an amount due on your account, your account will be suspended until we receive payment in full.
- A CSP will accept cash as payment, and will issue you with a receipt if you pay in this way. A CSP may choose to offer you or other members of your community other ways to pay (forms of payment). CSPs are not authorized to change the pricing for any Service.

### **3.4 Will SSi ever assign your account to a collection agency?**

- Yes, if your account has an unpaid final balance after it has been cancelled, then we may assign your account to a collection agency:
  - At any time, if the contact information for your account is no longer valid;
  - No earlier than 25 days after the cancellation date, if we cancelled your account for non-payment; or
  - No earlier than 35 days after the cancellation date, if we cancelled your account for any other reason, and you have an unpaid final balance of \$75 or more or if you have not returned Devices rented or provided to you by us.

### **3.5 What if you do not understand or disagree with a charge on your bill?**



- You must notify us in one of the ways listed in Section 9, below, within 90 days of the bill date of any questions or discrepancies you may have concerning a charge on the bill. Failure to notify us within this time period means that you have accepted those charges. We will reverse the charges for any unauthorized or incorrect charges on your bill within 30 days of receiving notice from you.
- If you have reported a billing discrepancy to us, then we will wait at least 10 days before cancelling your service.

### **3.6 How do discounts and promotions work?**

- We will apply any discount, promotion or benefit for which you are eligible to your account.

### **3.7 How is local and long-distance voice airtime charged for SSi Mobile Service?**

- Local and long-distance per-minute charges are rounded up to the next full minute. A one-minute minimum charge applies to every completed call that is made or received. The per-minute charge for the entire call is charged based on the applicable rate at the beginning of the call.
- Charges apply to completed 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.

### **3.8 How does SSi determine if you're on a long-distance call?**

- SSi Mobile local calling areas are the areas in which you can make or receive calls without incurring long-distance charges. SSi Mobile calls are defined as local or long-distance based on local calling areas. Your location at the time of the call, your SSi Mobile phone number and the phone number called are all important factors in determining local calling areas and long-distance.
- Your "Incoming Local Calling Area" is based on the geographical location associated with your SSi Mobile number. You are not charged for incoming calls unless you are outside your Incoming Local Calling Area, in which case you will be charged at long-distance rates.
- 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. If you are roaming, you will be charged the roaming rate even if you are calling a number that is local to your physical location.
- 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 SSi Mobile

number, regardless of your physical location. Visit the SSi Websites for current long-distance rates.

- You may access SSi's current service coverage maps at [www.ssimicro.com](http://www.ssimicro.com).

### **3.9 Who is responsible for third-party charges you incur using the internet?**

- In the event that you choose to use our Services to carry out purchases, banking or other financial transactions, you agree that you are responsible for all charges levied by third parties while you are using the Services.

### **3.10 Will SSi require you to provide a security deposit?**

- We will specifically notify you in advance if we require you to provide a security deposit for a Service or Device.

## **4. Ownership Rights**

### **4.1 What ownership rights and responsibilities do you have relating to the Services?**

- You do not own any phone number, static or dynamic IP address or any other identifier that SSi assigns to you in connection with the Services.
- You acknowledge that you selected the email name you use and solely assume any risk associated with its use.
- You have no ownership rights to any SSi or QINIQ names or email addresses, nor to any intellectual property contained in our promotional material, domain names, design marks or trademarks.
- The Services and any software or content that you receive or acquire through SSi or a CSP are for your own use. You agree that you will only use the Services and any such software or content in accordance with your Customer Agreement and any applicable licence agreements.
- You agree to take reasonable steps to protect the Services and any such software and content from theft, loss and damage.
- You acknowledge that software or content may from time to time automatically, and without notice to you, cause your Device(s) to access the internet. This would result in the consumption of data which might require us to draw down from your account or Mobile Wallet to offset a usage charge.

#### **4.2 Under what conditions can SSi access the content you transmit when you use the Services?**

- SSi has the right, but not the obligation, to monitor or investigate any content that is transmitted using the Services (other than voice Services) or the Devices. 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 a Customer Agreement, or protect ourselves, our customers or the public.

### **5. Devices**

#### **5.1 What are your responsibilities with respect to Devices that you use?**

- You are responsible for acquiring all Devices that you will need to access the Services to which you subscribe.
- Unless the Devices you use to access the Service have been approved by SSi, you agree that you are responsible in the event that the Device does not function correctly.
- You agree that any Devices, equipment, software and accessories that you acquire from any source other than SSi will meet the minimum system requirements that SSi outlines from time to time on the SSi Websites.
- You are fully responsible for the operation and maintenance of any Devices, equipment, software or accessories that you do not acquire from SSi. In particular, you are responsible for updating or maintaining your Devices and software as necessary to ensure that they continue to meet SSi's minimum system requirements, including as to where and how maintenance is performed.
- As our Customer, you may choose to acquire from us a Device with which to access the Services. In this case:
  - So long as the Device SSi provides is in working order, neither SSi nor your CSP is responsible for any problems you may encounter with your computer, software or network beyond the Device and radio access network we provide. This limitation includes any problems your SSi-provided Device may encounter that relate specifically to the WiFi capabilities.
  - You agree that SSi may, from time to time, make upgrades to firmware or software associated with Devices you acquire from us, and can do so automatically and remotely without giving you prior notice. You also agree that SSi may recall and replace Devices from time to time.

### **5.2 What if your Device does not work?**

- If a Device you acquire from SSi fails to function after initial activation, we encourage you to refer to the manufacturer's warranty for further instructions.
- If a Device you acquire from SSi fails to function when you or your CSP attempt to activate it for the first time, SSi may provide a replacement Device at no cost to you.
- Please note that any additional services that a CSP offers with respect to Devices, equipment, software and accessories are beyond the scope of the CSP's duties as an agent of SSi and the provisions of this Customer Agreement do not apply.

### **5.3 What if your Device is lost or stolen?**

- When you notify SSi that your Device has been lost or stolen:
  - We will immediately suspend your Service at no charge to you; and
  - You continue to be responsible for all charges incurred before SSi receives your notice.
- When you notify SSi that you have located or replaced the Device *and* you request that we restore your Service, we will restore Service for you, but you understand that your previous Service Plan and identifiers, such as telephone number or email address, may not be available to you.

## **6. Privacy**

- SSi is committed to protecting your privacy and we take all reasonable steps to ensure that your personal information is safe and secure in compliance with applicable privacy laws and regulations. For more information, please see our full Privacy Policy, set out below, which is a part of these Terms of Service.
- As a Customer of our Services, we may contact you to provide you with information about news, sales and promotions related specifically to the Services, or to provide information concerning your account. You can opt out of your personal information being used for a variety of marketing communications by us, including commercial electronic messages such as emails and SMS messages.

## **7. Appropriate Use of QINIQ Internet and SSi Mobile Data Services**

**7.1 What are your general responsibilities when you use QINIQ or SSi Mobile Service to access the internet?**

- You are solely responsible for your own actions on the internet, and those of anyone you permit to use your Service. Neither SSi nor your CSP shall have any liability for the nature or use of the data transferred from or to your Device.
- You are responsible for any misuse of the Services by you or by any other person with access to the Services through your Device 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. You agree to treat as confidential all access codes, personal identification numbers and/or passwords that we may provide to you for use with the Services.
- 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, whether or not they are authorized by you, 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 or SSi Mobile Service.
- You agree that you will not use the Service for illegal or inappropriate purposes. The complete SSi Appropriate Use Policy set out below defines illegal and inappropriate uses in greater detail.

**7.2 Are there any other limitations on your use of Service?**

- You understand and agree that Services are provided across a shared network, which is intended to serve many customers. 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.
- You acknowledge that portions of the SSi network may be provided by governments or not-for-profit organizations for public benefit purposes and that some of these provided resources may be limited at certain times or circumstances.
- SSi reserves the right to implement specific limits on the maximum amount of resource consumption available to you as set forth in the Customer Service Plan Overview and related promotional materials, including the authority to charge additional or different usage fees or to limit consumption as set forth in the Service pricing or Terms of Service from time to time.

- 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, you may be able to avoid this type of limitation by placing your Device in a location where it receives a stronger or clearer signal from the SSi network.
- SSi will use its best efforts to supply Service at all times. Should 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.

## **8. Limitation of Liability**

### ***8.1. What limitations does SSi impose on the provision of Services and Service Packages?***

- The Services we provide may be affected by factors beyond our reasonable control. For this reason, you acknowledge and understand that the Services or access to the Services, including 9-1-1 (where available), public alerts or accessibility services, may not function correctly or at all in the following circumstances:
  - If your Device fails, is not configured correctly or does not meet SSi's requirements;
  - If you install certain third-party applications on your Device;
  - In the event of a network outage or extended power failure;
  - If you tamper with or, in some cases, move the Device;
  - Following suspension or cancellation of your Services or account;
  - During certain periods or events when natural phenomena effect transmission facilities.
- In accordance with applicable law:
  - We do not guarantee or warrant the performance, availability, coverage, uninterrupted use, security, pricing or operation of the Services, the Devices, or any products, content, applications, software, services, facilities, connections or networks used or provided by us or third parties (collectively, the "Service Package");
  - SSi may limit the amount of a Service Package that you may purchase;
  - You bear the entire risk as to the use, access, transmission, availability, reliability, timeliness, quality, security and performance of the Service Package;
  - We 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 a Service Package;

- All representations, warranties and conditions of any kind, express or implied, are excluded if they are not provided for in your Customer Agreement;
- No advice or information you obtain from us creates any term, condition, representation or warranty if it is not expressly stated in your Customer Agreement; and
- 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 action or failure to act of a CSP that is not explicitly authorized by SSi, including any negligence or misconduct by a CSP.

## **8.2     *How else does SSi limit liability?***

- Neither SSi nor our CSPs shall be responsible for any reason whatsoever for loss of information, time or money however caused related to your use of the Service or a Device. You assume all such risk upon entering into this Customer Agreement.
- Unless otherwise specifically set out in this Customer Agreement, in accordance with applicable law, and except for damages resulting from SSi's own actions, we will not be liable to you or to any third party for:
  - 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 Service Package 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;
  - Any Service Package provided to you or accessible by you through the Services, any charges incurred in connection with such Service Package or anything that is or can be done with such Service Package;
  - The performance, availability, reliability, timeliness, quality, coverage, uninterrupted use, security, pricing or operation of Service Package;
  - Any error, inclusion or omission relating to any telephone listings or directories;
  - The denial, restriction, blocking, disruption or inaccessibility of any Services, including 9-1-1 service where available, public alerts or accessibility services, Devices or identifiers (including phone numbers);
  - Any lost, stolen, damaged or expired device, identifiers, passwords, codes, benefits, discounts, rebates or credits;
  - 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;

- Any acts or omissions of a telecommunications carrier whose facilities are used to establish connections to points that we do not serve; or
  - Any claims or damages resulting directly or indirectly from any claim that the use, intended use or combination of a Service Package or any material transmitted through the Services infringes the intellectual property, industrial, contractual, privacy or other rights of a third party.
- These limits are in addition to any other limits on SSi's liability set out elsewhere in this Customer Agreement and any other agreement between us, and apply to any act or omission of SSi, including our CSPs, whether or not the act or omission would otherwise be a cause of legal action.

### **8.3 Limitations of liability that apply to 9-1-1 emergency services, where available**

- We are not liable for:
  - Libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over our network from your Devices or premises or recorded by you or us;
  - Damages arising out of your act, default, neglect or omission in the use or operation of any Devices, whether acquired from us or not;
  - Damages arising out of any unlawful transmission of material or messages over our network on your behalf; or
  - Any act, omission or negligence of other companies or telecommunications systems when their facilities are used in establishing connections to or from your Device.
- Except in cases where our own negligence 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, where it is available, 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 your Customer Agreement.
- Our liability is not limited by this Section in cases of deliberate fault or gross negligence on our part.

### **8.4 Compensation to SSi**

- You will indemnify and hold harmless SSi from and against any claims, losses, damages, costs and expenses (including, without limitation, reasonable legal fees and other litigation expenses) incurred by SSi 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 Provisions**

### ***9.1 How can you contact SSi?***

- Call toll free: 1-877-686-2888 or 611 from your SSi Mobile phone
- Email: [customercare@ssimicro.com](mailto:customercare@ssimicro.com)
- Write to SSi Micro Ltd., 356B Old Airport Road, Yellowknife, NWT, X1A 3T4

### ***9.2 How can you resolve a complaint or dispute with SSi?***

- If after contacting SSi by one of the methods listed in Section 9.1, you continue to have concerns about your complaint or dispute with SSi, email [complaints@ssimicro.com](mailto:complaints@ssimicro.com) to receive assistance from a member of our management team.
- If you have still not been able to reach a satisfactory resolution, the Commissioner for Complaints for Telecommunications Services Inc. (“CCTS”) may be able to help you, free of charge. The CCTS is an agency independent of the telecommunications and broadcasting industries, whose mandate is to resolve complaints of individual and small business retail customers about their telecommunications services, and complaints of individual customers about their TV service subscriptions. To contact CCTS, visit its website at [www.ccts-cprst.ca](http://www.ccts-cprst.ca) or call toll-free at 1-888-221-1687.
- The Canadian Radio-television and Telecommunications Commission (“CRTC”) has created a Wireless Code that establishes basic rights for all wireless consumers. You can explore the Wireless Code and related checklists at <http://crtc.gc.ca/eng/phone/mobile/prepay.htm>

### ***9.3 Applicable law***

- The Customer Agreement is governed exclusively by and construed in accordance with the laws of the territory or province in which your billing address is located, but if your billing address is outside of Canada, the Customer Agreement is governed exclusively by the laws of the province of Ontario and you submit to the jurisdiction of the courts of Ontario.

### ***9.4 Saving clause***

- If any provision of these Terms or the associated policies, including the Privacy Policy and Appropriate Use Policy, is declared to be invalid or in conflict with the relevant laws or regulations, that provision may be deleted or modified without affecting the validity of the other provisions.

- Our failure to insist upon or enforce strict performance of any provision of this Customer Agreement shall not be construed as a waiver of any provision or right.

**9.5 *Availability in other languages and formats***

- For information on availability of assistance in other languages and formats, please contact us in one of the ways set out at section 9.1.

## **SSi Appropriate Use Policy**

### **1. Introduction**

- When you use our Services, Devices, facilities or networks and any products, contents, applications or services in conjunction with the Services or Devices, you must comply with all applicable laws as well as with our policies, rules and limits including this Appropriate Use Policy (“AUP”). This AUP supplements and is incorporated into the SSi Terms of Service (the “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 SSi that you are terminating the Services.**
- Please direct any questions you may have about this AUP or complaints of violations of this AUP by SSi Customers to [AppropriateUse@ssimicro.com](mailto:AppropriateUse@ssimicro.com) or by contacting SSi at the addresses listed in Section 9 of the Terms.
- We provide you with SSi Services and Devices for consumer use. Unless we agree otherwise, they are not provided for commercial purposes, such as resale of the Services or of any feature of the Services to any third party. You may not transfer your Service account without our prior express consent.

### **2. What activities are prohibited?**

- Without limitation, you may not use or allow anyone else to use our Services for any purpose that is illegal in Canada, including to:
  - a) 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;
  - b) Participate in any illegal soliciting or gaming schemes;
  - c) Attempt to use the Services in such a manner so as to avoid incurring charges for usage;
  - d) 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;
  - e) Invade another person’s privacy;
  - f) Collect or store personal data about other users;
  - g) Stalk or harass another person or entity in any way;

- h) 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;
- i) 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;
- j) Use, reproduce, distribute, sell, resell or otherwise exploit the Services or content we provide or which you obtain through the Services for commercial purposes, unless we agree otherwise;
- k) 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;
- l) Alter, reproduce, or tamper with the Services or any function, component or identifier of your Device, such as the Electronic Serial Number (ESN), International Mobile Equipment Identity (IMEI) or MAC Address, that is not meant to be altered, reproduced or tampered with;
- m) Restrict, inhibit or interfere with the ability of any person to access, use or enjoy the internet, the Services or any Device or 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 email ("spam") or other messages, violating Canada's anti-spam legislation, 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;
- n) 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;
- o) 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;
- p) Impersonate any person or entity, including, without limitation, an SSi official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- q) Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Services; or
- r) Port scan a person's computer or wireless device without that person's consent, or use any tools designed to facilitate such scans.

### **3. *What is Unlawful or Inappropriate Content?***

- We reserve the right to move, remove or refuse to post any content, in whole or in part, that we, in our sole discretion, decide is unacceptable, undesirable or in violation of the Terms or this AUP. This includes, without limitation:
  - a) Defamatory, fraudulent or deceptive statements;
  - b) Threatening, intimidating, abusive or harassing statements;
  - c) Content that violates the privacy rights or intellectual property rights of others;
  - d) Content that unlawfully promotes or incites hatred;
  - e) Content that is otherwise offensive, illegal or objectionable; or
  - f) 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 and logos), executable programs, audiovisual recordings, and audio recordings.

### **4. *What Conditions Apply to Security?***

- 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, or network probing tools, is 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.

### **5. *What Conditions Apply to 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, wikis, photo sharing services, customer review sites, video sharing services, blogs and web hosting.

- If you access any UGC Services through the SSi Mobile or QINIQ Services, you must:
  - a) Comply with the UGC Service's written charter, policies or FAQs;
  - b) Only post advertisements, solicitations, or other commercial messages in the UGC Service if that service's charter, policies, or FAQs explicitly permit them;
  - c) Determine the policies of the UGC Service before using it;
  - d) Adhere to any daily volume, file size and format restrictions the UGC Service may establish;
  - e) Not forge, alter or remove any information from the UGC Service unless otherwise specified in the UGC Service's charter, policies or FAQs;
- SSi has no obligation to monitor the content of any UGC Service and SSi is not liable for any claims, losses, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses arising out of or relating to the content of any such service; and
- 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.

**6. *What are the Consequences of Violating this Appropriate Use Policy?***

- As set out in the Terms of Service, 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 Devices, and to access or preserve content or information in accordance with the Terms of Service.
- We prefer to advise Customers of inappropriate behaviour and any necessary corrective action. However, if the Services are used in a way that we, in our sole discretion, believe violates this AUP, we or any of our associated parties may take any responsive action that we 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.
- SSi and our related parties will have no liability for any such responsive actions. The above described actions are not exclusive remedies and SSi and its associated parties may take any other legal or technical action they deem appropriate.
- Upon termination of an account, any of SSi and our related parties is authorized to delete any files, programs, data and email 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 to be 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 of the Terms.

#### **7. *What Network Management Actions Can SSi Take?***

- Subject to applicable law, we reserve the right to manage our networks in order to optimize their efficiency for the benefit of our Customers, including, without limitation, by way of the following: rate limiting (speed), rejection or removal of spam or otherwise unsolicited bulk email, 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 Customers.

## **SSi Privacy Policy**

### ***Introduction***

- SSi is committed to protecting your privacy and we take all reasonable steps to ensure that your personal information is safe and secure in compliance with applicable privacy laws and regulations.

### ***What does this Privacy Policy cover?***

- This Privacy Policy explains SSi's commitment to protecting the Personal Information of our Customers.
- "Personal information" means information about an identifiable individual. It includes information that you provide us in order to enable us to provide you with the Services, including credit information. It also includes information that we might develop in the course of providing you with Service, such as records of the Services and Devices you obtain from us; billing records; and any recorded complaints. Personal information does not include aggregated information that cannot be associated with a specific individual.
- Our commitment to protecting your personal information continues after you cease to be a Customer of SSi, as explained below.
- The scope and application of the Privacy Policy are as follows:
  - The Privacy Policy applies to personal information about SSi's Customers that is collected, used or disclosed by us;
  - The Privacy Policy applies to the management of personal information in any form whether oral, electronic or written;
  - The Privacy Policy does not impose any limits on the collection, use or disclosure of the following information by us:
    - (i) information that is publicly available; or
    - (ii) the name, title or business address or telephone number of an employee of an organization.

### ***What is the legal basis of SSi's commitment to protecting Customer privacy?***

- Many of the principles, guidelines and other components of SSi's Privacy Policy have been drawn and inspired from Canada's Personal Information Protection and Electronic Documents Act ("PIPEDA"), and the Canadian Standards Association Model Code for the Protection of Personal Information (the "CSA Code"), which was largely incorporated into PIPEDA.



- The ten principles within the Privacy Policy work together, and the accompanying commentary reflects how SSi implements the principles.
- The application of the Privacy Policy is subject to the requirements or provisions of any applicable legislation, regulations, tariffs or agreements, or the order or determination of any court or other lawful authority, including any applicable regulations, orders or determinations of the Canadian Radio-television and Telecommunications Commission.

### **Details and Principles of SSi's Privacy Policy**

#### **Principle 1 - Accountability**

- We are responsible for personal information under our control and will designate one or more persons to be accountable for compliance with the Privacy Policy.

#### ***How does SSi ensure Accountability?***

1.1. Responsibility for ensuring compliance with the provisions of the Privacy Policy rests with SSi senior management, and one or more persons will be designated to be accountable for compliance with the Privacy Policy. Other individuals within SSi may be delegated to act on behalf of the designated person(s) or to take responsibility for the day-to-day collection and processing of personal information.

1.2. SSi has designated a Chief Privacy Officer to oversee compliance with the Privacy Policy. The Chief Privacy Officer can be contacted at:

Chief Privacy Officer  
SSi Micro Ltd.  
356B Old Airport Road  
Yellowknife, NWT X1A-3T4  
Phone: 1-877-686-2888  
Fax: 1-867-669-7510  
Email: [privacy@ssimicro.com](mailto:privacy@ssimicro.com)

1.3. SSi is responsible for personal information in our possession or control, including information that has been transferred to a third party for processing. We shall use appropriate means to provide a comparable level of protection for information being processed by a third party (see Principle 7).

1.4. SSi has implemented policies and procedures to give effect to the Privacy Policy, including:

- a) Implementing procedures to protect personal information and to oversee our compliance with the Privacy Policy;
- b) Establishing procedures to receive and respond to inquiries or complaints;
- c) Training and communicating to staff about the SSi policies and practices; and
- d) Developing public information to explain our policies and practices.

**Principle 2 - Identifying Purposes for Collection of Personal Information**

- SSi will identify the purposes for which personal information is collected at or before the time the information is collected.

***Why does SSi collect personal information?***

2.1. We collect personal information for the following purposes:

- To establish and maintain responsible commercial relations with Customers and to provide ongoing service;
- To provide a positive Customer experience, and provide tailored service to you;
- To understand your needs and make customized information available regarding Services, Devices and products offered by SSi;
- To deliver and collect payment for Services, Devices and other products, and to manage and develop SSi's business and operations;
- To perform analytics, administer surveys, or request feedback to improve and manage our relationship with you;
- To ensure our network is functioning properly and protect network integrity of our network;
- To confirm or authenticate your identity and ensure your information is correct and up-to-date;
- To obtain credit information or provide it to others on a lawful basis; and
- To meet legal and regulatory requirements.

The purposes listed in this section are referred to below as the "identified purposes".

2.2. SSi will specify orally, electronically or in writing the identified purposes to the Customer at or before the time personal information is collected. Upon request, persons collecting personal information will explain these identified purposes or refer the individual to a designated person within SSi to explain the purposes.

2.3. Unless required by law, SSi will not use or disclose for any new purpose personal information that has been collected without first identifying and documenting the new purpose and obtaining the consent of the Customer.

2.4. As members of the public browse SSi Websites, advertising cookies may be placed on the users' computers so that SSi can understand consumer interests. "Cookies" are small information packets that a website creates which are stored on the hard drive of a user's computer by the user's browser software. SSi may use cookies to track and collect information relating to use of the SSi Websites by the public.

**Principle 3 - Obtaining Consent for Collection, Use or Disclosure**

- The knowledge and consent of a Customer is required for the collection, use or disclosure of personal information, except where inappropriate. In this context, “inappropriate” includes circumstances where it is impractical or impossible to obtain consent.

***How does SSi obtain a Customer’s consent for collection, use or disclosure?***

3.1. In obtaining consent, SSi will use reasonable efforts to ensure an individual is advised of the identified purposes for which personal information will be used or disclosed. We will state those purposes in a manner that can be reasonably understood.

3.2. Generally, we will seek consent to use and disclose personal information at the same time we collect the information. However, SSi will also seek consent to use and disclose personal information after it has been collected but before it is used or disclosed for a new purpose.

3.3. SSi will require Customers to consent to the collection, use or disclosure of personal information as a condition of the supply of a product or service only if such collection, use or disclosure is required to fulfill the identified purposes.

3.4. In determining the appropriate form of consent, SSi will take into account the sensitivity of the personal information and the reasonable expectations of our Customers.

3.5. In general, the use of Services, Devices and other products by a Customer constitutes implied consent for SSi to collect, use and disclose personal information for all identified purposes.

3.6. A Customer may withdraw consent at any time, subject to legal or contractual restrictions and reasonable notice. Customers may contact SSi for more information regarding the implications of withdrawing consent. For example, our ability to offer Services and Devices might be affected by withdrawing consent.

3.7. In certain circumstances, personal information can be collected, used or disclosed without the knowledge and consent of the individual. For example, SSi may collect or use personal information without knowledge or consent if it is clearly in the interests of the individual and consent cannot be obtained in a timely way, such as when the individual is a minor, seriously ill or mentally incapacitated.

SSi may also collect, use or disclose personal information without knowledge or consent if seeking the consent of the individual might defeat the purpose of collecting the information such as in the investigation of a breach of an agreement or a contravention of a federal or provincial law.

SSi may also use or disclose personal information without knowledge or consent in the case of an emergency where the life, health or security of an individual is threatened.

SSi may disclose personal information without knowledge or consent to a lawyer representing SSi, to collect a debt, to comply with a subpoena, warrant or other court order, or as may be otherwise required by law.

#### **Principle 4 - Limiting Collection of Personal Information**

- SSi will limit the collection of personal information to that which is necessary for the purposes identified. SSi will collect personal information by fair and lawful means.

##### ***How does SSi ensure that it limits the collection of personal information?***

4.1. We collect personal information directly from our Customers. We may also collect personal information from other sources including credit bureaus or other third parties that represent that they have the right to disclose the information.

#### **Principle 5 - Limiting Use, Disclosure and Retention**

- SSi will 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. SSi will retain personal information only as long as necessary for the fulfillment of those purposes.

##### ***How does SSi limit use, disclosure and retention of personal information?***

5.1 In certain circumstances personal information can be collected, used or disclosed without the knowledge and consent of the individual (see Principle 3.7).

5.2. In addition, SSi may disclose a Customer's personal information to:

- Another telecommunications services provider for the efficient and effective provision of telecommunications services;
- An entity involved in supplying the Customer with communications or communications directory related services;
- Another entity for the development, enhancement, marketing or provision of any SSi Services, Devices or other products;
- An agent retained by SSi in connection with the collection of the Customer's account;
- Credit grantors and reporting agencies;
- A person who, in the reasonable judgment of SSi, is seeking the information as an agent of the Customer; and
- A third party or parties, where the Customer consents to such disclosure or disclosure is required by law.

5.4. Only those SSi employees who require access for business reasons, or whose duties reasonably so require, are granted access to personal information about Customers.

Unless you have expressly provided them with the information, SSi's CSPs and front-line customer service agents cannot see or review the telephone numbers you have called or texted, or that have called or texted you. If you have any questions concerning your call records, you will be directed to an SSi representative with appropriate authority.

5.5. SSi will keep personal information only as long as it remains necessary or relevant for the identified purposes or as required by law. Depending on the circumstances, where personal information has been used to make a decision about a Customer, SSi will retain, for a period of time that is reasonably sufficient to allow for access by the Customer, either the actual information or the rationale for making the decision.

5.6. SSi will maintain reasonable and systematic controls, schedules and practices for information and records retention and destruction which apply to personal information that is no longer necessary or relevant for the identified purposes or required by law to be retained. Such information will be destroyed, erased or made anonymous.

#### **Principle 6 - Accuracy**

- Personal information will be as accurate, complete and up-to-date as is necessary for the purposes for which it is to be used.

##### ***How does SSi ensure accuracy?***

6.1. Personal information used by SSi will be sufficiently accurate, complete and up-to-date to minimize the possibility that inappropriate information may be used to make a decision about a Customer.

6.2. SSi will update personal information about Customers as and when necessary to fulfill the identified purposes or upon notification by the individual.

#### **Principle 7 - Security Safeguards**

- SSi will protect personal information by security safeguards appropriate to the sensitivity of the information.

##### ***What security safeguards has SSi put in place?***

7.1. SSi will protect personal information against such risks as loss or theft, unauthorized access, disclosure, copying, use, modification or destruction, through appropriate security measures. SSi will protect the information regardless of the format in which it is held.

7.2. SSi will protect personal information disclosed to third parties by contractual agreements stipulating the confidentiality of the information and the purposes for which it is to be used.

7.3. All SSi employees with access to personal information will be required as a condition of employment to respect the confidentiality of personal information.

## **Principle 8 - Openness**

- SSi will make readily available to Customers specific information about our policies and practices relating to the management of personal information.

### ***How will SSi implement the principle of openness?***

8.1. SSi will make information about our policies and practices easy to understand, including:

- The title and address of the person or persons accountable for SSi's compliance with the Privacy Policy and to whom inquiries or complaints can be forwarded;
- The means of gaining access to personal information held by SSi; and
- A description of the type of personal information held by SSi, including a general account of its use.

8.2. SSi will make available information to help Customers exercise choices regarding the use of their personal information and the privacy-enhancing services available from us.

## **Principle 9 – Individual Access to Personal Information**

- SSi will inform a Customer of the existence, use and disclosure of his or her personal information upon request and will give the individual access to that information. A Customer will be able to challenge the accuracy and completeness of the information and to have it amended as appropriate.

### ***How will SSi ensure Customers access to their personal information?***

9.1. Upon request, SSi will afford to a Customer a reasonable opportunity to review the personal information in the individual's file. Personal information will be provided in understandable form within a reasonable time and at minimal or no cost to the individual.

9.2. In certain situations, SSi may not be able to provide access to all of the personal information that we hold about a Customer. For example, SSi may not provide access to information if doing so would likely reveal personal information about a third party or could reasonably be expected to threaten the life or security of another individual.

Also, SSi may not provide access to information if disclosure would reveal confidential commercial information, if the information is protected by solicitor-client privilege, if the information was generated in the course of a formal dispute resolution process, or if the information was collected in relation to the investigation of a breach of an agreement or a contravention of a federal or provincial law.

If access to personal information cannot be provided, SSi will provide the reasons for denying access upon request.

9.3. Upon request, SSi will provide an account of the use and disclosure of personal information and, where reasonably possible, shall state the source of the information. In providing an account of disclosure, SSi will provide a list of organizations to which it may have disclosed personal information about the individual when it is not possible to provide an actual list.

9.4. In order to safeguard personal information, a Customer may be required to provide sufficient personal information (for instance, identification) to permit SSi to account for the existence, use and disclosure of personal information and to authorize access to the individual's file. Any such information shall be used only for this purpose.

9.5. SSi will promptly correct or complete any personal information found to be inaccurate or incomplete. Any unresolved differences as to accuracy or completeness will be noted in the individual's file. Where appropriate, the SSi will transmit to third parties having access to the personal information in question any amended information or the existence of any unresolved differences.

9.6. A Customer can obtain information or seek access to his or her individual file by contacting a designated representative toll-free at (877) 686-2888 or by sending an email containing such a request to [customercare@ssimicro.com](mailto:customercare@ssimicro.com).

## **Principle 10 - Challenging Compliance**

- A Customer will be able to address a challenge concerning compliance with the above principles to the designated person or persons accountable for SSi's compliance with the Privacy Policy.

### ***How can SSi's Customers challenge our compliance with this Privacy Policy?***

10.1. SSi will maintain procedures for addressing and responding to all inquiries or complaints from our Customers about SSi's handling of personal information.

10.2. We will inform our Customers about the existence of these procedures as well as the availability of complaint procedures.

10.3. The person or persons accountable for compliance with the Privacy Policy may seek external advice where appropriate before providing a final response to individual complaints.

10.4. SSi will investigate all complaints concerning compliance with the Privacy Policy. If a complaint is found to be justified, SSi will take appropriate measures to resolve the complaint including, if necessary, amending our policies and procedures. A Customer will be informed of the outcome of the investigation regarding his or her complaint.

For inquiries, complaints or more information contact:

Chief Privacy Officer  
SSi Micro Ltd.  
356B Old Airport Road  
Yellowknife, NWT X1A-3T4  
Phone: 1-877-686-2888  
Fax: 1-867-669-7510  
Email: [privacy@ssimicro.com](mailto:privacy@ssimicro.com)

The Office of the Privacy Commissioner of Canada oversees SSi's personal information handling practices. If your privacy concerns are not addressed to your satisfaction by us you may contact the Office of the Privacy Commissioner of Canada for further guidance:

Website: [www.priv.gc.ca/en](http://www.priv.gc.ca/en)  
Phone: 1-800-282-1376

**\*\*\* End of SSi's Terms of Service \*\*\***