

# Personal Vault Service

## Terms and Conditions

### 1. Introduction, acceptance, modifications

Welcome to the Personal Vault service, an online back-up, remote access, and digital content sharing service (the “**Service**”) provided by Télébec, Limited Partnership or NorthernTel, Limited Partnership (hereinafter referred to as the “**Supplier**”). Supplier Personal Vault is a secondary source to back up all your data from your personal computer. Supplier Personal Vault not only allows you to schedule automatic backups but allows you to access and share your backup content from any Internet-connected computer.

By accessing or using the Service, you agree to be bound by these terms and conditions and such other additional or alternative terms, conditions, rules and policies that are displayed or to which you may be directed in connection with the Service, as all of the same may be modified by Supplier from time to time (collectively the “**Terms of Service**”). The Terms of Service contain legal obligations, so please read them carefully. If you do not wish to be bound by these Terms of Service, you may not access or use the Service.

As more particularly described in section 14 and elsewhere in these Terms of Service, Supplier will from time to time communicate with you on the subject of changes, modifications or amendments to the Terms of Service or any component of the Service. You expressly agree to familiarize yourself with all such communications and follow their instructions as and when required. Supplier is not liable for any damage or detriment to you or your property resulting from your failure to respond to its communications.

### 2. Description of the Service

Subject to Supplier's acceptance of your registration and your compliance with the Terms of Service, Supplier will establish one online data and file access and secure back-up account in your name on servers (the “**Servers**”) made available by Supplier or its authorized third party suppliers (the “**Account**”). If you qualify for and choose the trial option, or if you subscribe to the Service, your account will allow you to (i) store up to a data limit, depending on the storage option and associated subscription fees you choose; (ii) retrieve data and files; and (iii) share digital content (such as pictures, videos, music) subject to the sharing rules.

3. **Minimum System Requirements and Your Equipment**

It is your responsibility to ensure that your computer system meets the current minimum system requirements, as being necessary to use the Service. From time to time, the minimum system requirements may change, and you will be duly notified of any such change in accordance with section 1 hereof. Accordingly, unless you update your computer equipment, it may cease to be adequate to access the Service. In such event, your sole remedy will be to terminate this Service, in accordance with section 15.

4. **Registration, Accounts and Passwords**

You must complete the registration process in order to use the Service. You agree to provide accurate and current information about yourself when registering for the Service and to promptly update such information as necessary to ensure that it is kept accurate and complete. You are solely responsible for: (a) maintaining the confidentiality of any passwords or other Account identifiers that you choose or are assigned as a result of any registration for the Service; and (b) any and all activities or omissions that occur under such password or Account whether through your actions (or inactions) or those of one or more persons utilizing your Account. You further agree to notify Supplier of any unauthorized use of your password or Account. Supplier shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section 4, the improper use of your password or Account or improper access to your Account by third parties with or without the use of your password and whether or not authorized.

5. **Security of Stored and Shared Data and Files**

Supplier will endeavour to restrict access to the data and files that you store, retrieve and/or share from your Account to persons accessing such data and files through use of your Account or password. However, no password-protected system of data storage, retrieval and sharing can be made entirely impenetrable. Accordingly, you hereby acknowledge that it may be possible for an unauthorized third party to access, view, copy, modify and distribute data and files you store and/or share in your Account. As the Service utilizes the public Internet and third party networks to transmit data and files, Supplier does not guarantee the security of any Content or other information transmitted or shared to or from the Service or your Account. Your shared space is designed for sharing; as such, it is recommended that this component of the Service should not include any of your confidential information. Any such use shall be at your sole risk and Supplier, its affiliates and its agents and suppliers shall be relieved from all liability in connection with such use.

## 6. Content of Stored Data and Files

You are solely responsible for (a) obtaining sufficient rights to the content of all data and files stored by you on the Servers and (b) ensuring that such content does not include any of the items listed in or otherwise prohibited by section 7. You acknowledge that Supplier has no obligation to monitor (a) the Service, or (b) the content of any data and files stored by you in your Account (including any text, software, music, sounds, photographs, graphics, videos, logos, images, messages or other products or services) (collectively, “**Content**”) accessible through the Service. Supplier reserves the right to refuse, remove or disable access to any data or files stored on the Servers with immediate effect that Supplier learns may be illegal, may violate the terms of section 7 hereof, may violate the rights of any third party or otherwise may be objectionable in Supplier's sole discretion. Furthermore, Supplier shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any data and files in your Account.

## 7. Conditions of Use

You are solely responsible for the Content you store or retrieve from, or attempt to store or retrieve from, your Account and for all transmission by you from and to your Account. You agree to comply with applicable laws, the Terms of Service and Supplier's Acceptable Use Policy, available by visiting [www.telebec.com](http://www.telebec.com) or [http://www.northerntel.ca/ntl@home/default\\_internet.htm](http://www.northerntel.ca/ntl@home/default_internet.htm), under “Internet” section, and all other Supplier policies in using the Service. You will NOT use the Service: (a) for any illegal purposes; or (b) to store, retrieve, transmit or view any Content that contains: (i) any illegal or unauthorized pictures, materials or information; (ii) any harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature; (iii) any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable laws; (iv) a virus, cancelbot, trojan horses, worm or other harmful or disruptive component; (v) material that violates the intellectual property rights of others.

## 8. Privacy

Your personal information shall be protected by Supplier in a manner consistent with the Supplier Customer Privacy Policy and the Supplier Code of Fair Information Practices, available by visiting [www.telebec.com](http://www.telebec.com) or [http://www.northerntel.ca/inside\\_ntl/default\\_legal.htm](http://www.northerntel.ca/inside_ntl/default_legal.htm) under “Legal, Privacy and Privacy Info” section, (collectively, “**Supplier Privacy Policy**”). By using the Service, you consent to the collection, use and disclosure of your personal information, as described in the Supplier Privacy Policy.

## 9. Communications

Supplier may send you Service related information through the e-mail address provided by you at the time of registration and you agree to review all Service related information. Your continued use of the Service following delivery of such Service related information means that you accept and agree to comply with such information. Service related information will also be made available on [www.telebec.com](http://www.telebec.com) or [http://www.northerntel.ca/ntl@home/default\\_internet.htm](http://www.northerntel.ca/ntl@home/default_internet.htm), under “Internet” section. Supplier will not allow for storage space in your Account to exceed the specified plan limit chosen by you. Supplier shall make commercially reasonable efforts to notify you when storage space is approaching its limit.

## 10. Fees and Charges

You agree that the Service is provided to you subject to your payment of all applicable Service Fees, as defined below, and you hereby agree to pay the monthly service rates, any applicable usage charges, installation fees and/or activation fees, and other fees and charges, if any, together with all applicable taxes and charges, identified to you upon placing your order for the Service or as otherwise identified to you by Supplier from time to time (collectively, the “**Service Fees**”), which Service Fees may be amended by Supplier from time to time. View current rates and fees by visiting [www.telebec.com](http://www.telebec.com) or [http://www.northerntel.ca/ntl@home/default\\_internet.htm](http://www.northerntel.ca/ntl@home/default_internet.htm), under “Internet” section. Please note that rates and fees posted on the above-mentioned web site do not include applicable taxes or any other charges. Service Fees and charges for partial months of Service use will be prorated, except upon cancellation of the Service by you. In the event Supplier fails to bill you or underbills you for a charge forming part of the

Service Fees, you will not be responsible for paying the previously unbilled or underbilled charge except where:

1. in the case of a recurring charge, you are correctly billed within a period of one (1) year from the date the charge was incurred; or
2. in the case of a non-recurring charge, you are correctly billed within a period of one hundred and fifty (150) days from the date the charge was incurred.

Unless otherwise stated, the total amount is due and payable on the bill date. A late payment charge at the rate of one (1%) percent per month (twelve (12%) percent per annum), which rate is subject to change by Supplier from time to time, will be applied from the bill date when payment has not been received by Supplier within thirty (30) days of the bill date. Unless otherwise agreed to by Supplier, payment for the Service is by credit card only and you agree to provide Supplier with all necessary information to affect such payment. By providing such information, you expressly authorize Supplier to charge your credit card (and any replacement credit card) to collect any outstanding amounts owing in respect of the Service during the

Term whether under the Terms of Service or under any other agreement, or otherwise owed to Supplier.

It is your responsibility to ensure that the billing information that you provide to Supplier, including your mailing address, your e-mail address and credit card information, remains current at all times. You agree to notify Supplier of any changes to your billing information. If Supplier discovers that:

1. Your credit card is not valid;
2. You have revoked Supplier's authorization to make withdrawals; or
3. Supplier cannot reach you or access your monetary funds to get paid for the Service provided,

Supplier will be entitled to terminate or suspend the Service, upon which termination or suspension you will become liable for all outstanding Service Fees as well as any other applicable termination and other fees.

#### **11. Dealings with Third Parties**

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

#### **12. Downloads and Shareware**

Any software made available for your use in connection with the Service shall be subject to the terms and conditions of an associated software license agreement and shall remain the property of Supplier, its agents and/or suppliers as applicable. A copy of the applicable software license agreement will be presented during the installation process and/or during use of the software. It is your responsibility to review and agree to the terms and conditions of the applicable software license agreement before installing or using the software. You shall take appropriate steps to protect such software against loss or damage. You agree that all risk associated with the use of, or reliance on, such software rests with you. You further agree that Supplier, including its suppliers, shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, any such software, including the failure of such software to meet your needs, standards, expectations or desired

specifications. Unless otherwise provided in the applicable software license agreement, all software license agreements will terminate upon termination of your use of the Service under these Terms of Service.

### **13. Disclaimer Regarding Third Party Content**

The Service may offer access to numerous third party web pages and content available over the Internet. In such instances, including, but not limited to, third party content contained on or accessible through the Service web sites and web pages or sites displayed as search results or contained within a directory of links on the Service, Supplier generally exercises no control over such third party content, web pages, or sites. You agree that it is your responsibility to review and evaluate any such content, and that any and all risk associated with the use of, or reliance on, such content rests with you. You further agree that Supplier shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, any such content.

### **14. Modifications**

To the extent permitted by applicable law, Supplier may modify the Service, the Terms of Service or any other document that forms part thereof at any time and from time to time, with or without your consent or authorization, including but not limited to modification or amendment of charges or any Service feature. Supplier shall notify you of any amendment or change to the Terms of Service or any material change to the Service in advance by posting notice of such change at [www.telebec.com](http://www.telebec.com) or [http://www.northerntel.ca/ntl@home/default\\_internet.htm](http://www.northerntel.ca/ntl@home/default_internet.htm), under “Internet” section, by sending you notice via e-mail to the e-mail address provided by you at the time of registration or your parent email address or by using any other notice method that will likely come to your attention. You agree to go to the applicable aforementioned URL periodically and to review these Terms of Service in order to be aware of such modifications. Nothing in the Terms of Service shall be construed as obligating you to accept receipt of the Service after any change is made to the Service or the Terms of Service; however, your sole remedy in the event you do not wish to accept such change shall be termination of the Service including the payment of any termination fees or other charges that may apply. Should you continue to use the Service after such change is effective, to the extent permitted by applicable law, such use shall be deemed to be your acceptance thereto and you expressly agree that no additional written agreement or express acknowledgement shall be required to accept such change.

### **15. Termination**

Supplier may terminate or suspend the Service and these Terms of Service at any time upon notice in its sole discretion. Supplier may terminate, suspend or restrict

the Service, your Account and your use of, at any time without notice, or terminate these Terms of Service if: (a) the operation or efficiency of the Service is impaired by the use of your Account or the Service; (b) any amount is past due from you to Supplier; or (c) there has been or is any breach of any term or condition of these Terms of Service. Supplier shall not be liable to you or to any other person as a result of any such suspension or termination and access to your stored data files and other Content will cease immediately.

If you are dissatisfied with the Service or any portion thereof, or with any terms, conditions, rules, policies, guidelines, or practices of Supplier in operating the Service, your sole and exclusive remedy is to discontinue using the Service. Any amounts payable for Services shall be payable in advance and Supplier shall not be required to refund to you any amounts prepaid for use of the Service. Access to your stored data files and other Content will cease upon the last day of your then current billing cycle and it shall be your sole responsibility to remove or copy any such stored data, files and other Content prior to such date. Your stored data, files and other Content will be removed from the Servers thereafter.

Supplier shall have no responsibility to notify any third party providers of services, merchandise or information of the termination or suspension of your Account. Any termination shall not relieve you from any Service Fees or other charges owing or other liability accruing hereunder prior to the time that such termination becomes effective. Furthermore, Supplier shall have no obligation to maintain any Content associated with your Account or forward any Content to you or any third party.

## **16. Disclaimer of Warranties**

The transmission, storage, viewing and retrieval of data and files through the World Wide Web is subject to a variety of conditions that make such transmission, storage, viewing and retrieval potentially unreliable. ACCORDINGLY, YOUR USE OF YOUR ACCOUNT AND THE SERVICE IS AT YOUR SOLE RISK. YOUR ACCOUNT AND THE SERVICE IS PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS. SUPPLIER DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO YOUR ACCOUNT AND THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT). PLEASE NOTE THAT YOUR ACCOUNT AND THE SERVICE MAY NOT MEET YOUR NEEDS. SUPPLIER MAKES NO REPRESENTATION OR WARRANTY: (A) THAT YOUR ACCOUNT OR THE SERVICE WILL MEET YOUR NEEDS; (B) THAT ACCESS TO YOUR ACCOUNT OR THE SERVICE WILL BE TIMELY, ERROR-FREE, UNINTERRUPTED, VIRUS-FREE OR SECURE; (C) THAT THE DATA AND FILES YOU STORE IN YOUR ACCOUNT WILL NOT BE LOST OR DAMAGED; (D) THAT THE DATA ON YOUR DESKTOP OR SERVER WILL

NOT BE LOST OR DAMAGED; OR (E) THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. YOU ACKNOWLEDGE THAT ANY MATERIAL OR DATA YOU RETRIEVE THROUGH THE USE OF THE SERVICE IS DONE AT YOUR CHOICE AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE RETRIEVAL OF SUCH MATERIAL OR DATA.

**17. Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT SHALL SUPPLIER, INCLUDING ITS AFFILIATES, BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, AND ANY DAMAGES FOR LOSS OF PROFITS, SAVINGS, GOODWILL OR OTHER INTANGIBLE LOSSES, REGARDLESS OF WHETHER SUPPLIER HAD BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH: (A) YOUR USE, INABILITY TO USE OR THE PERFORMANCE OF YOUR ACCOUNT OR THE SERVICE OR YOUR LOSS OF CONTENT OR OTHER DATA OR FILES STORED THEREIN, OR ANY SOFTWARE; (B) ANY UNAUTHORIZED ACCESS OR MODIFICATION TO OR TRANSMISSIONS OF ANY OF YOUR CONTENT IN YOUR ACCOUNT OR TRANSMISSIONS; OR (C) ANY OTHER MATTER RELATING TO YOUR ACCOUNT, THE SERVICE OR ANY SOFTWARE, REGARDLESS OF WHETHER ANY OF THE FOREGOING IS DETERMINED TO CONSTITUTE A FUNDAMENTAL BREACH OR FAILURE OF ESSENTIAL PURPOSE.

**18. Further Limitation of Liability**

IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU OBTAIN ALL CONSENTS, AUTHORIZATIONS AND CLEARANCES IN RESPECT OF CONTENT IN YOUR ACCOUNT OWNED OR CONTROLLED BY THIRD PARTIES THAT YOU TRANSMIT, PROVIDE ACCESS OR COMMUNICATE TO OTHERS USING THE SERVICE. SUPPLIER WILL NOT BE LIABLE IN ANY WAY (A) FOR ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF ANY CONTENT TRANSMITTED VIA THE SERVICE; (B) IF YOU ARE EXPOSED TO CONTENT THAT IS OFFENSIVE, INDECENT OR OBJECTIONABLE; OR (C) FOR ANY VIOLATIONS OF COPYRIGHT OR OTHER PROPRIETARY RIGHTS AS A RESULT OF YOUR USE OF THE SERVICE.

**19. Indemnity**

You agree to defend, indemnify and hold Supplier, its affiliates, suppliers and other partners, directors, officers, employees and agents harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of (a) your use of your Account and the Service, (b) any data, files and Content stored by you in your Account or made available to a third party in your Account and otherwise on the Servers and (c) any violation of the Terms of Service by you.

**20. No License; Intellectual Property of Supplier and Others**

Except as expressly provided in these Terms of Service, nothing herein or within the Service shall be construed as conferring any license under any of Supplier's or any third party's intellectual property rights, whether by estoppel, implication, waiver, or otherwise. Without limiting the generality of the foregoing, you acknowledge and agree that certain Content available through and used to operate the Service is protected by copyright, trademark, patent, or other proprietary rights of Supplier, its affiliates, licensors, suppliers and/or service providers. You agree not to adapt, translate, modify, decompile, disassemble, or reverse engineer any software, applications or programs used in connection with the Service. Further, you agree not to modify, alter, or deface any of the trademarks, service marks, or other intellectual property made available through the Service nor use any of the foregoing for any purpose other than the purpose for which such intellectual property is made available to users through the Service.

**21. Trademarks**

All product, brand and company names and logos used on the Service are the trademarks or registered trademarks of their respective owners. Any use of any of the marks appearing on the Service without the express written consent of Supplier or the owner of the mark, as appropriate, is strictly prohibited.

**22. Copyright Notices**

All information and Content contained on, or made available over, the Service are subject to copyright with all rights reserved. Any copying, republication or redistribution of such Content, including by caching, framing or similar means, is expressly prohibited without the prior written consent of the copyright owner and Supplier.

**23. Territory**

The Service originates and is provided in Canada and is only to be made available for users that originate and reside within Canada.

#### **24. Miscellaneous**

These Terms of Service, Supplier Privacy Policy and Supplier Acceptable Use Policy incorporated by reference herein, constitute the entire agreement between Supplier and you pertaining to your use of the Service and supersede any prior agreements between you and Supplier. Supplier's failure to insist upon or enforce strict performance of any right or provision of the Terms of Service shall not constitute or be construed as a waiver of any right or provision. If any of the provisions (or parts thereof) contained in the Terms of Service are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions (or parts thereof) contained herein. Supplier is a federally-regulated undertaking and as such these Terms of Service, including all matters relating to its validity, construction, performance and enforcement, shall be governed by applicable federal laws and regulations of Canada and only those provincial laws and regulations that are applicable to it. The terms and conditions of these Terms of Service are subject to amendment, modification or termination if required by such laws or regulations. If any provision in these Terms of Service is declared to be invalid or in conflict with any such law or regulation, that provision may be deleted or modified, without affecting the validity of the other provisions. The parties have required that the Terms of Service and all documents relating thereto be drawn up in English. *Les parties ont demandé que cette convention ainsi que tous les documents que s'y rattachent soient rédigés en anglais.*

#### **25. Information**

You hereby acknowledge that Supplier and its affiliates may retain and use any information, comments or ideas conveyed by you relating to the Service (including any products and services made available on the Service). This information may be used to provide you with better service.

#### **26. Contact Information**

If you have any questions regarding your Supplier or the Terms of Service, you may contact your Supplier, if Télébec, by e-mail at [telebec@telebec.com](mailto:telebec@telebec.com) or by calling at 1 888 TÉLÉBEC (835-3232) or, if NorthernTel, by e-mail at [service@nt.net](mailto:service@nt.net) or by calling at 1-800-360-8555.