



## Weave Terms & Conditions

Revised: 2019-04-19

### (0) Term Definitions

"The Premises" - The location that has been communicated to Weave Networks as the location where the services will be used

"Rental Equipment" - Any equipment leased from Weave Networks' as part of the service

### (1) Acceptable Use of Services

All services must be used in accordance with Canadian law. Weave Networks' accepts no responsibility for how you use your service to break any Canadian laws.

### (2) Service Outages

2.1. Weave Networks and/or any agents of Weave Networks may interrupt for any duration of time, without notification, to add, modify or remove the equipment rented from Weave Networks, the service and/or the network.

2.2. Weave Networks has no responsibility or liability if the service is unavailable and will not pay any rebates or monetary amounts to compensate you.

2.3. The service will not function if a power failure occurs either on premise or elsewhere in the network.

#### IMPORTANT:

Weave Networks does not warrant uninterrupted use of the Services and will not apply any rebate for service interruptions.

### (3) Right of Entry

3.1. Weave Networks and/or any agents of Weave Networks may require access to "The Premises" and/or "Rental Equipment" to add, modify or remove the service.

3.2. Weave Networks will remain the owner of all "Rental Equipment".



## Weave Terms & Conditions

Revised: 2019-04-19

3.3. You agree to only use the "Rental Equipment" or service at the Service Location specified to Weave Networks.

3.4. You will not sell, lend, transfer, reassign, or re-purpose, dismantle, alter or transform the "Rental Equipment". You will not interfere with the "Rental Equipment" is ability to provide services.

3.5. You are responsible for the condition of the "Rental Equipment". If, while in your care, the "Rental Equipment" is damaged, lost or stolen you agree to pay Weave Networks the cost to retrieve, repair and/or replace the "Rental Equipment". You agree to authorize Weave Networks to charge your account and process payment for all "Rental Equipment" charges, plus applicable taxes and late fees (if applicable), using any of the payment methods accepted by Weave Networks for your account (including pre-authorized credit card or bank withdrawal).

3.6. Any attachments to the "Rental Equipment" or modifications or tampering with the "Rental Equipment" or misuse of the "Rental Equipment" are strictly prohibited.

3.7. You agree to return to Weave Networks the "Rental Equipment" in working condition, within thirty (30) days, if any of the following occurs

3.7.1. Your services end or are terminated;

3.7.2. Weave Networks has sent you replacement "Rental Equipment".

3.8. You agree that if the "Rental Equipment" is not returned within the allocated time listed in 3.7, you agree to pay a "Rental Equipment" fee. This is the amount is equal to the regular retail cost of the "Rental Equipment", including applicable taxes.

3.9. The "Rental Equipment" must be returned to Weave Networks' offices via post. Weaves' office location is:

300 - 12120 106 Ave NW

Edmonton AB

T5N 0Z2



## Weave Terms & Conditions

Revised: 2019-04-19

3.10. You agree that Weave Networks is not responsible for any damage or loss to your equipment or premises arising from your use of the Services.

### (4) Payments

4.1. You agree to pay all amounts owed to Weave Networks in any of Weave Networks' accepted payment methods. The only payment method is via Credit Card.

4.2. You agree to pay any amounts outstanding on your account after the due date will be subject to a late fee of 3% per month (36% per year) of the outstanding amount. If the outstanding amount remains unpaid for 60 days, Weave Networks may refer your account to a collections agency and you agree to pay a fee of \$20.00 for services relating to the administration, processing, or service costs for your account (for example, collections efforts due to non-payment or suspension, disconnection or reactivation of your Services). You agree to pay Weave Networks any amounts charged if your credit card is denied or if your cheque is returned due to non sufficient funds, or \$25.00 which ever is higher. Payment of the full amount due will be required before the Services may be restored, provided Weave Networks is not under any obligation to restore the Services to any person who continues to fail to make timely payment of the amounts due or abuses Weave Networks' Acceptable Use Policy applicable to the Services.

4.3. You are responsible to ensure that the billing information you provide Weave Networks is accurate. You agree to promptly notify Weave Networks of any changes in your billing information.

4.4. You are responsible for any costs, including legal fees and expenses, collection agency fees or payments and Court costs incurred by Weave Networks to collect any amounts owing under these Terms of Service.

### (5) Service Location and Relocations

5.1 Weave Networks is not required to provide any services in the following circumstances:

5.1.1 You have previously failed to make payment or have failed to provide a high enough credit score in a credit check

5.1.2 Weave Networks would have to incur irregular expenses to provide services to "The Premises".

5.1.3 "The Premises" are outside of Weave Networks' service area or licensed geographic area.



## Weave Terms & Conditions

Revised: 2019-04-19

5.2. You agree that if you are moving locations, you will notify Weave Networks at least 60 days prior to the date you are relocating. If the location you are relocating to is outside of Weave Networks service area or licensed geographic area, this agreement will be terminated, you will pay for the remainder of the month that you have advised Weave Networks of your relocation, and you will return all Rental Equipment to Weave Networks within the outlined return policy.

### (6) Cancelling Service

6.1. To cancel service with Weave, you will Call (587-415-2900) during business hours or email (support@weavenetworks.com) Weave Networks to initiate the cancellation.

6.2. You agree that if the Services are terminated for any reason you will:

6.2.1 pay Weave Networks in full for any amounts due and outstanding for your use of the Services, plus applicable taxes, including any applicable early termination fees; and

6.2.2 return any Rental Equipment to Weave Networks within the outlined return policy.

6.3. If you are currently within a contracted service with Weave Networks, you agree to pay \$15 per month for every month left on your contract, or \$50 dollars, whichever of these sums is greater.

### (7) Internet

7.1. You agree to not use your internet service for any of the following activities including but not limited to:

7.1.1. Piracy

7.1.2. Accessing a system you do not have permission to access

7.1.3. Child Pornography

7.1.4. Anything that would go against Canadian law,

7.1.5. Illegal predatory practices online or using online services to conduct such results offline.

7.1.6. For the sole purposes of conducting hateful or illicit speech against any minority or subgroup of society

7.1.7. For the purposes of harvesting or collecting data upon users, sub users or a select group of people



## Weave Terms & Conditions

Revised: 2019-04-19

7.1.8 Transmitting, posting, publishing, disseminating, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any files, programs or information designed to assist users in defeating copy-protection, registration and any other anti-theft mechanisms associated with commercial or shareware programs

7.2. If Weave Networks discovers that you have been utilizing your internet for any of the activities listed in 7.1, Weave Networks reserves the right to terminate any services immediately without notification.

### (8) IPTV

8.1. Weave Networks provides IPTV (Internet Protocol Television) services for solely viewing, use and enjoyment in your private residence. You agree that no services provided to you will be used or viewed in areas open to the public, commercial establishments or other residential locations.

8.2. Services may not be rebroadcast or performed, and admission may not be charged for listening to, using or viewing any services.

8.3. If your services are used or viewed in an area open to the public, a commercial establishment or another residential location, Weave Networks may disconnect your services with no refund and cancellation penalties and requirements to return equipment still applicable.

8.4 Transmitting, posting, publishing, disseminating, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any files, programs or information designed to assist users in defeating copy-protection, registration and any other anti-theft mechanisms associated with commercial or shareware programs.

### (9) VoIP Services

9.1. All telephone numbers provided by Weave Networks in connection with the use of the Service are registered to Weave Networks and are provided for Your use while you are a customer of the Service. You acknowledge that You have no right, title or interest in any telephone numbers allocated to You by Weave Networks as part of the Service.



## Weave Terms & Conditions

Revised: 2019-04-19

9.2. You agree to pay for any extra charges that may occur for international calls, premium phone calls and/or any other such phone call that incurs a charge.

9.3. You agree to use your phone service responsibly, agreeing to not make harassing phone calls and/or sales phone calls.

9.4 You acknowledge and understand that the Services, including 911, public alerts or special needs services, may not function correctly, or at all, in the following circumstances:

-If your Equipment fails, or is configured by a non-Weave representative in such a way that it does not meet our requirements.

-In the event of a high-speed Internet service outage, local network outage, or power outage

-If you tamper with the Equipment; or

-Following the suspension or termination of your Services or Account.

### (10) Limitations of 9-1-1 Calling and Related Limitation of Liability

10.1. You agree to all 9-1-1 limitations set out in this document and in the explanation of 9-1-1- Services Document located on the Weave Networks Website.

10.2 Your 9-1-1 emergency call will be routed to a third-party call centre agent designated by WEAVE (an "Operator") before being transferred to the appropriate Public Service Answering Point (PSAP); The use of a call centre increases delays related to handling of 9-1-1 emergency calls and thus increases the risk to the individual in an emergency calling situation.

10.3 The Service will not automatically provide such Operator with your address and telephone number. You must orally provide the Operator with your address and telephone number. Once you have successfully provided the Operator with all of the required information, the Operator will route your call to the nearest emergency response centre (or PSAP) which serves the address you have provided. Do not hang up unless told directly to do so, and if disconnected, immediately dial 9-1-1 again as the Operator and PSAP do not have automatic call back capability.

10.4 Weave Networks Inc. is not responsible for the conduct of local emergency response centres or third-party call centres. Since we rely on third parties to assist us, we deny any and all liability in the event that the third party data used to route the calls is incorrect.



## Weave Terms & Conditions

Revised: 2019-04-19

10.5 If there is a power outage, such outage will prevent all elements of the service, including 9-1-1 emergency calling from working. Immediately following every power outage you should immediately make a test call (do not call 9-1-1 except for emergencies) from your device to ensure the service is functioning correctly.

10.6 You acknowledge and agree that, to the maximum extent allowed by law, Weave Networks Inc. will not be liable for any injury, death or damage to persons or property arising directly or indirectly out of, or relating in any way to 911 calling from your Weave Networks VoIP Service and you agree to indemnify and hold harmless Weave Networks Inc. for any liabilities, claims, damages, losses and expenses, (including reasonable legal fees and expenses) which you or anyone accessing or attempting to access 911 calling from your Weave Networks VoIP Service may suffer or incur, arising directly or indirectly out of or relating to your or that person's failure to obtain access to 911 emergency services.

10.7 By subscribing to the Weave Networks VoIP Service and activating it, you acknowledge all of the limitations of the 911 calling provided through Weave Networks VoIP Service, that you will take the corresponding measures described in light of these limitations, that you accept the limitations of liability applicable to 911 calling provided by Weave Networks VoIP Service and that these Weave Networks Terms and Conditions of Service apply to Weave Networks VoIP Service. If you do not agree with any of the limitations or terms and conditions related to Weave Networks VoIP Service, do not subscribe to, or activate Weave Networks VoIP Services or Equipment and call us immediately at 1-587-415-2900 to cancel your Weave Networks VoIP Service if any such service has been ordered or activated.

### (11) Change of terms

11.1. Weave Networks reserves the right to change any of the details related to your account or the terms and conditions at any time. This includes the amount being paid to Weave for the services rendered.