



Qiniq Subscriber Agreement

Contact Information:

Subscriber Name: _____

Phone (Home): _____

Phone (Work): _____

PO Box: _____

Community: _____

Community Service Provider: _____

Subscriber Agreement Summary

As an **ATIIGIALLAK** Subscriber you agree to:

- The terms and conditions as outlined in this agreement;
- The hardware (QINIQ modem) purchase and warranty terms and conditions;
- Your account will be placed on hold if you do not pay on time;
- You will be responsible for your actions on the Internet;
- You cannot use the QINIQ service for illegal or improper purposes;
- You will be responsible for your password. You must NOT give out the password to others. Your CSP cannot access your mailbox, nor do they know your password;
- You will call 1 (877) 686-2888 for technical support

QINIQ reserves the right to change prices, terms and conditions at any time without notice.

Please review the detailed terms and conditions in the agreement below prior to signing.

Subscriber's Signature: _____

Date: _____

Detailed Terms and Conditions

Parties to this agreement

The Subscriber is the individual or organization named in the Contact Information part of this agreement and anyone allowed by the Subscriber to use the services provided under this agreement. For convenience, 'you' is used to refer to the Subscriber and 'yours' to refer to assets or attributes of the Subscriber.

SSi Micro Ltd. (hereafter called 'SSi') will provide Internet access to you, the Subscriber according to the terms outlined below.

The services provided by SSi to you will be defined and monitored by Nunavut Broadband Development Corporation (hereafter called 'NBDC'). These services are known in the marketplace as QINIQ or the QINIQ Network or QINIQ.com.

Community-based support and service for QINIQ subscribers will be provided by authorized Community Service Providers (hereafter known as CSPs). CSPs only have limited authority to act as agent of SSi for the specific purposes set out in this agreement and SSi's policies and procedures.

The wireless connection to QINIQ SSi agrees to provide QINIQ access to you from any Nunavut community through the use of SSi facilities, such use to be non-exclusive, and shared with other QINIQ subscribers from time to time.

SSi agrees to supply QINIQ access using licensed 2.5 Ghz wireless technology through either a purchased or rental modem. You acknowledge responsibility for supplying all necessary equipment and software in working order for your computer and associated facilities, at your cost. Your equipment must meet minimum system requirements as outlined by SSi from time to time.

QINIQ agrees to provide a working modem. NBDC, SSi and your CSP are not responsible if you have problems with your computer, software or network beyond the modem. Some QINIQ CSPs may agree to provide additional services beyond the QINIQ modem but CSPs are not obligated to provide any additional services and if your CSP does so, the work is not carried out under this agreement.

Subscribing to QINIQ

You will be connected to QINIQ with the assistance of a specific CSP, usually the CSP in your home community. If you subscribe to the Atiigiiallak plan you will own your modem. Subscribers of the Qaniq, Masak, or Piqsiq plans will receive a rental modem upon sign up. You should expect to receive service and support

from your home CSP in to connect the modem to your computer, and you should expect to receive assistance from other CSPs when traveling within Nunavut.

You may change your CSP to any other authorized CSP at any time for any reason. SSi may assign you to a different CSP if your initial CSP ceases operation or loses authorization.

You acknowledge that a portion of your service revenue will be paid to your CSP for support.

Payment for QINIQ services

Subscribers will pay for QINIQ services in advance on a monthly basis. For example, if service is started on November 14, the Subscriber must prepay one month of service on November 14. In this example, the next payment is due on December 14 or the service will be suspended. Subscribers may pay more than one month in advance.

Services may be paid by credit card or by bank transfer to SSi. If your credit card is declined or no bank transfer is received, your account will be suspended until payment in full is made. Extra charges or upgrades to your plan will be charged to your account monthly at the rates published in the current price schedule.

A CSP will accept cash as payment, will issue a receipt to you and then use his or her own credit card to cover your account. It is entirely up to each CSP if they choose to offer other forms of payment to you or to others in the community. CSPs are not authorized to change the prices when offering other forms of payment.

QINIQ may be used to purchase goods or services on the Internet and to carry out banking or other financial transactions. You agree to be responsible for all charges for any goods or services levied by third parties while you are using QINIQ.

You agree that you are liable for charges and other activities incurred on or related to your account by any person. It is therefore very important that you safeguard your QINIQ username name or password and keep it confidential.

Connecting additional wireless equipment to your computer equipment can allow others to connect to and use your QINIQ account unless the additional wireless equipment is properly encrypted and secured. Any additional wireless equipment is installed at your own risk and you are liable for all charges incurred on your QINIQ account including charges resulting if others connect to your personal wireless equipment.

You agree to pay all the fees applicable to such services you incur through your QINIQ account, including any fees associated with the use of such services together with all applicable taxes. Unless otherwise indicated all fees for services purchased through your QINIQ account will be billed immediately to the credit card you designated for the particular QINIQ account and are non-refundable. Your Internet Service Providers reserve the right to change the amount of, or basis for determining, any fees for services, and to institute new fees or terms at any time effective upon notice to you.

Users utilizing the Atiigiiallak plan have already purchased their modem and are therefore not required to return it at any point.

Limitations on QINIQ Services SSi shall use its best efforts to supply the full set of QINIQ services approved from time to time by NBDC. Should QINIQ services 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.

You agree that the QINIQ service is being provided as a shared service that is intended to serve many subscribers across all Nunavut communities. For the purpose of managing this shared network, you agree that SSI has all necessary approval to monitor your usage and your consumption of shared resources and to record, and analyze your consumption and usage records.

You acknowledge that portions of the QINIQ network are provided by governments or not-for-profit organizations for public benefit purposes and that some of these shared resources provided may be limited at some times or in some circumstances. SSI reserves the right to implement specific limits on the maximum amount of resource consumption available to you as set forth in SSI's price list and as directed by NBDC from time to time including the authority to charge additional subscriber usage fees or the limitation of consumption as set forth in the QINIQ price schedule from time to time.

SSI reserves the right to make firmware upgrades to the modem you are using at any time automatically and remotely, and to recall and replace modems as needed from time to time.

Limitation of Liability and Authority

NBDC, SSI or any CSP shall not be responsible for any reason whatsoever for loss of information, time or money however caused related to your use of QINIQ. You assume all such risk upon entering into this Agreement.

A CSP is not authorized to do or say anything on behalf of SSI or NBDC that is contrary to this agreement or SSI's policies and procedures. SSI and NBDC are not responsible for any loss or damages you may suffer that are due to the actions or failure to act of a CSP, including any negligence or misconduct by a CSP.

Appropriate Use of the Internet and QINIQ

Your use of the Internet is solely your responsibility; NBDC, SSI or your CSP shall have no liability for the nature or use of the data transferred from or to your modem.

By using QINIQ, you acknowledge that you or anyone who uses your computer, authorized by you or not, may come into contact with information, material or pictures that are inappropriate or offensive. You acknowledge that NBDC, 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.

SSI is committed to protecting all Subscribers and the Internet community as a whole from illegal, irresponsible and disruptive Internet activities. SSI is not obligated to, but have the right to monitor the use of service as indicated in the examples below. You agree that cancellation with no refund may result from breaches of the following:

- Email may only be sent to those who have requested it and must use a valid return email address. If a QINIQ email address is referenced in spam originating from QINIQ servers, the responsible Subscriber's account will immediately be terminated.

- The distribution or use of mass emailing programs is strictly prohibited.
- Subscribers participating in advertising, transmitting, or otherwise making available any product, or service that is illegal or designed to solicit numerous responses, subscribing other Internet users to listservs or mailing lists, threatening other Internet users, mail bombing Internet users, running packet sniffers or port scanners or the intentional distribution of viruses and worms and other harmful files will result in immediate account termination and possible legal action.
- QINIQ reserves the right to terminate any Subscriber account that engages in abuse of QINIQ equipment, software or network, and/or other customer's sites. This abuse includes, but is not limited to attempting to gain access to customer accounts or disrupting QINIQ systems in any way.
- QINIQ reserves the right to disable any Subscriber account at any time without notice that may be inadvertently or otherwise generating improper or non-standard traffic to the detriment of other Internet users or the QINIQ network. Subscriber agrees that no claim for credit or loss or damage shall be made by Subscriber for the period that the Subscriber account is disabled.

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

Your CSP does not have access to your password and cannot access your account or email should you lose or forget your password. If you ask, your CSP can replace your existing password with a new password. If you ask your CSP to replace your password, you agree that you will immediately change that new password to a different password not known by CSP staff or SSI.

Changes to QINIQ Services and Prices

NBDC and SSI reserve the right to revise, amend, or modify the scope and nature of the services provided and/or the prices of the services and/or the terms and conditions of this agreement or the related policy at any time and in any manner without notice. Changes to the services, prices and the related policy will be posted on the web site at www.QINIQ.com.

If you continue to use QINIQ following the posting of changes on the web site, you have agreed to the change.

Your Subscriber account with SSI may in the future be assigned to NBDC or to another network provider selected by NBDC or its lenders provided the QINIQ services continue to be delivered to you.

Concerns, Complaints and Escalation

If you have problems or concerns about QINIQ or related to your

service, please contact your assigned CSP and ask him or her to help. If you are not satisfied with the answer or the support received from your CSP, please phone or email the QINIQ support service at the phone number or email address noted on the QINIQ web site at www.qiniq.com and register your issue, question or concern. Each issue that you raise will be logged and managed to ensure that you are satisfied in a reasonable period of time.

If you are not satisfied with the answer or the support received from the QINIQ support service, please contact NBDC management through the appropriate coordinates made available on the NBDC web site at www.nunavut-broadband.ca to register an issue with Nunavut Broadband Development Corporation.

QINIQ is for Nunavut Residents

You may only purchase a QINIQ account, acquire a QINIQ modem and connect to the QINIQ network using a CSP authorized by NBDC and identified on the QINIQ web site.

CSPs are required to sell only to individuals or organizations normally resident in Nunavut. Several other regions in Canada use the same wireless technology and may allow QINIQ modems to connect. Students from Nunavut residing in such regions are encouraged to maintain their QINIQ account while away.

CSPs are not authorized to change the terms of service, payment policies or the prices of QINIQ in any way without the specific written approval of NBDC and SSI.

Commercial Use of QINIQ is Encouraged

Any Subscriber, including a CSP, may purchase a QINIQ account and use that account and the QINIQ services to engage in commercial activities both directly or indirectly either from their home or as part of a business.

You are encouraged to bundle QINIQ services with your own goods and services for resale to your customers or for promotional use for sale in Nunavut and world-wide.

The bundled QINIQ services may or may not be augmented by services, equipment, software or information provided by the Subscriber and may be provided to any customer of the Subscriber including non-residents with or without direct or indirect charges to the Subscriber's customer.

Use of QINIQ Property

The Subscriber acknowledges that QINIQ and the associated promotional material, domain names, design marks and trademarks are all the property of NBDC, are used under license by SSI and by the authorized CSPs and shall only be used as directed by NBDC.

The Subscriber acknowledges that the email name used by the Subscriber under this agreement is selected by the Subscriber, not by NBDC, SSI or an authorized CSP and that

email name is being used by the Subscriber at the sole risk of Subscriber. Subscriber acknowledges that NBDC has the right at any time for any reason whatsoever to withdraw any email name from use as a QINIQ email name and to require Subscriber to select another available name.

The subscriber acknowledges that the IP address assigned to Subscriber by QINIQ, whether a dynamic or static IP address, is at all times the property of SSI.

Any Subscriber using the QINIQ service in any way for commercial reasons where the use of QINIQ is visible to the Subscriber's customers agrees to use the QINIQ logo and

trademark in the form specified on the QINIQ web site and as directed by NBDC.

"QINIQ" is a registered Trademark of NBDC. SSI Micro is a licensed user of the Trademark.