

## MOBY RESIDENTIAL TERMS OF SERVICE

Your service details, these terms of service and any schedules attached to these terms of service (“**Schedules**”), along with any requested work orders and your invoice (which may include notices of changes to your agreement) all taken together form the entire agreement (“**Agreement**”) between you (“**Customer**” or “**you**”) and Moby (“**Moby**” or “**we**”). You should review the entire Agreement. All of the parts are important and together create a legal agreement that applies to you once you have accepted it. Moby relies upon your word that you have reached the legal age of majority and are authorized to enter into this Agreement. To help you to understand your rights and obligations under this Agreement, these terms of service are written in a question and answer format.

1. **How do I accept my Agreement with Moby?** You are considered to accept this Agreement on the earlier of the date: (a) you receive a link of these terms of service with your confirmation of services; or (b) you access or use Moby Services (defined in Section 3); (c) by submitting an order online at [www.getmoby.com](http://www.getmoby.com). Unless otherwise determined by applicable laws. You understand and agree that you are bound by this Agreement, now and in the future. You must not use the Moby Services if you do not agree to this Agreement.

2. **Does this agreement comply with the Alberta Fair Trade Act?** Yes, if your Moby service agreement was negotiated and concluded in person at a place other than Moby’s place of business or at a place other than a market place, auction, trade fair, agricultural fair or exhibition, then;

- a. **“Buyer’s Right to Cancel”** You may cancel this agreement from the day you enter into the agreement until 10 days after you receive a copy of the contract. You do not need a reason to cancel.

If you do not receive the goods or services within 30 days of the date stated in the agreement, you may cancel this agreement within one year of the agreement date. You lose the right if you accept delivery after the 30 days. There are other grounds for extended cancellation. For more information, you may contact your provincial consumer affairs office.

To cancel, you must give notice of cancellation by filling out the ‘Cancellation Form’ online at [getmoby.com/cancel](http://getmoby.com/cancel) or by calling 403-986-6629 and having a representative complete the form on your behalf.

3. **What is covered by this Agreement?** This Agreement is for Moby Services. The “**Moby Services**” or “**Services**” include the installation and provision of Internet Services (“**Moby Internet**”), Home phone Services (“**Moby Home phone**”), Television Services (“**Moby TV**”), and any additional features. The Moby Services include additional equipment owned by Moby (including equipment rented from Moby) (“**Moby Equipment**”) that you may need to receive the Moby Services, such as devices, Set Top Boxes, modems, routers, accessories, hardware, networks, platforms, batteries and/or other products.

4. **Can Moby make changes to this Agreement?** Moby may change the Agreement, including the Fees (defined in Section 11) and Moby Services, by giving you at least 30 days’ prior notice in writing of the change. Moby may give you notice by posting it on [getmoby.com](http://getmoby.com), by including it on your invoice, by sending it to you by email, or by any other reasonable method. Subject to Moby’s right to make changes, no other statements (written or verbal) will change this Agreement.

5. **What if I want to refuse a change to this Agreement made by Moby?** If you want to refuse the change, you can cancel the Moby Service affected by the change as set out in Section 45.

6. **What if parts of this Agreement become unenforceable?** If any part of this Agreement becomes outdated, prohibited or unenforceable, the remaining terms will continue to apply to you and Moby. Remember that even if Moby decides not to enforce any part of this Agreement for any period of time, the term still remains valid and Moby can enforce it in the future.

7. **What laws apply to this Agreement?** Because Moby is federally regulated, this Agreement is governed by the federal laws and regulations of Canada and any provincial laws which might apply to Moby in the province of Alberta.

8. **Can this Agreement be transferred?** Moby may transfer or assign all or part of this Agreement (including any rights in accounts receivable) at any time without prior notice or your consent. You may not transfer or assign this Agreement, your account or the Moby Service without Moby's prior written consent.

9. **Are there any times when 9-1-1 is not available?** Yes. Moby Services, including your 9-1-1 service ("**9-1-1 Service**") will not work during network outages, including during planned hardware or software upgrades. In addition, Moby's fibre-to-the-home Services ("**FTTH Services**"), including 9-1-1 Service will not work:

- a) during power outages once the battery backup has been depleted; and
- b) if the hardware required in connection with the FTTH Services (the "**FTTH Equipment**") has been tampered with, damaged or relocated.

You are responsible for the supply of electrical power necessary for the FTTH Services (including 9-1-1 Service) to work. You are also responsible for the proper maintenance of FTTH Equipment and contacting Moby for technical servicing when prompted to do so or as required, unless otherwise specified by Moby.

**Moby is not responsible to anyone for any inability to access 9-1-1 Service or use the FTTH Services or the FTTH Equipment as a result of these limitations or your failure to comply with these requirements, to the extent permitted by applicable law.**

## Term and Renewal

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10. **How long is my Agreement for Moby Services?** Moby Services are provided to you on an ongoing monthly basis ("**Month-to-Month**"), for a particular Moby Service, unless you have entered into a contract ("**Term-Agreement**"). The Term of any Moby "**Month-to-Month**" Service will begin on the installation date, and will expire upon cancellation of your service. The Term of any Moby "**Term-Agreement**" Service will begin on the installation date, and will then revert to a "**Month-to-Month**" Service on the expiration date of the "**Term-Agreement**" and will then expire upon cancellation of your service.

## Fees, Billing and Payment

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11. **How does Moby bill me for Moby Services?** Moby will bill you monthly, in advance. You must pay all fees due for Moby Services, whether recurring or one-time charges (“**Fees**”) and taxes within 30 days of Moby’s invoice date. If payment is not received by Moby within 30 days of the invoice date, you will be charged interest from the invoice date on the balance owing at the compounded interest rate set out in Schedule A, calculated and compounded monthly from the invoice date (“**Late Payment Charge**”). If you or Moby cancel a Service for any reason, any recurring Fees that were billed at the beginning of your billing cycle will not be refunded.

12. **How can I pay my bill for Moby Services?** You can pay your bill online through your bank account or with select credit or credit-debit cards on the Moby payment portal. You may also set up a pre-authorized payment plan. If you provide a credit card or bank account (or other pre-authorized payment method) to Moby for your monthly payments, you authorize Moby to charge your credit card or debit/charge your account for all outstanding Fees, taxes and account balances due under this Agreement, including any applicable Late Payment Charges and Cancellation Charges (defined in Section 46), and this constitutes Moby’s good and sufficient authority for doing so. You confirm that the credit card or bank account is in your name, is valid and has not expired. You must promptly advise Moby if your credit card or bank account information changes.

13. **How do I know I am late on my invoice and what happens if I am late paying my invoice?** Moby will contact you once your account is 30 days past due via: Phone, email and/or text. After an invoice becomes 60 days past due your account is at risk of disconnection. We will again try to reach you via: phone, email and/or text with an amount and deadline of payment due. If payment is not made, your services will be disconnected until payment is made. See Section 51 on suspension of services.

- a) **Account in Arrears.** If your Moby account is suspended for nonpayment and we are unable to reach you or make payment arrangements your account will be sent to an external collections agency. If this happens, you will be billed the Non-Recovery Fee as set out in Schedule A:Fees, and you will not be entitled to a Modem Deposit Refund.
- b) **Accounts that are sent to collections can only be returned on an Auto Pay condition.** This means Auto Pay must be always enabled on your account pre-paying for the monthly services. If Auto Pay fails, your account will be disconnected immediately.

14. **What if I dispute a Fee on my invoice?** If you question or dispute any Fees on your invoice, you must do so within 90 days of the invoice date, otherwise we will presume that you accept all Fees. Disputed Fees will not be considered past due unless Moby has conducted an investigation and concluded that the Fees are correct and there is no basis for the dispute, or reasonably believes you are using the dispute to evade or delay payment. You must pay all undisputed portions of the Fees within 30 days of the original invoice date, failing which the undisputed portion of the Fees will be past due and you will be charged, and must pay, the Late Payment Charge for the undisputed portion.

15. **How do discounts or promotions work?** Moby will apply any discounts, incentives or promotions (including promotional bundle fees or credits) to your account while: (a) Moby maintains these discounts, incentives, or promotions; and (b) you meet the applicable eligibility requirements. Moby may change any discounts, incentives or promotions and the eligibility requirements at any time.

16. **What additional charges may be applied to my invoice?** Moby may charge additional Fees to offset administrative, processing, environmental or service costs for your account (for example, Fees for collections efforts due to non-payment or returned payments, suspension, disconnection or reactivation of Moby Services). These charges can be found in Schedule A, and may change over time.

17. **How can I be sure that Moby has accurate contact information for my account?** You are responsible for keeping the contact and payment information you provide to Moby (including name, mailing address, email address, address where the Moby Services will be provided to you (“**Service Address**”), phone number, and any authorized users) up to date. If this Agreement is cancelled, you will provide Moby with forwarding information for final invoices or correspondence if your new contact information is different from the information we have on file. Failure to provide a forwarding address may result in the forfeiture of any outstanding credits or deposits on your account.

18. **Are there usage charges over my plan limits?** No. You are provided with no data caps as part of your Moby Residential Service.

## Responsible Use of Moby Services

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19. **Are there any rules regarding my use of Moby Services?** Yes. Abuse or misuse of Moby Services impacts every customer of Moby and is something Moby takes very seriously – and which could result in the cancellation of your Agreement with Moby, or lead to criminal or civil charges. Remember that Moby Services include Moby Equipment. Failure to comply with these rules may result in Moby modifying, removing or disabling the software used in Your Equipment (defined in Section 35) so that Your Equipment no longer works. For example, you are prohibited from:

- a) using, enabling, facilitating, or permitting the use of any Moby Service for an illegal purpose, criminal or civil offence, intellectual property infringement, harassment (including disruptive, intimidating, annoying or offensive calls/transmissions), or in a manner that would breach any law, regulation or the policies of any Internet host, or cause interference with Moby’s network operations (including preventing a fair and proportionate use by others);
- b) installing, using or permitting the use of any Moby Services without reading and accepting (or in contravention of) the terms of any separate license agreement or terms of use provided to you by Moby for the use of software, content (including Programming (defined in Section 28)) and/or documentation (as applicable) in connection with the Moby Services;
- c) enabling, facilitating or permitting the transmission of unsolicited messages such as spamming or phishing.
- d) uploading or downloading, making available, transmitting, posting, publishing, disseminating, receiving, retrieving, storing, linking to or otherwise reproducing, offering, distributing, enabling or providing access to information, software, content, files or other material which: (i) is confidential or protected by copyright or other intellectual property rights without prior authorization of the rights holder(s); (ii) is defamatory, discriminatory, violent, obscene, child pornography or hate propaganda; (iii) constitutes invasion of privacy, impersonation, forging, appropriation of identity or unauthorized linking or framing; or (iv) is designed to assist users in defeating technological protection measures or in the fraudulent use of telecommunications or broadcasting services;
- e) using any Moby Service for anything other than private, personal, family or household use (such as reselling, remarketing, transferring, sharing or receiving any charge or other benefit for the use of any Moby Service);
- f) attempting to receive any Moby Service without paying the applicable Fees, modifying or disassembling Moby Equipment, changing any identifier (explained in Section 25) issued by Moby, attempting to bypass Moby’s network, or re-arranging, disconnecting, removing, repairing or otherwise interfering with Moby Services, Moby’s Equipment or Moby’s facilities;
- g) adapting, reproducing, translating, modifying, decompiling, disassembling, reverse engineering or otherwise interfering with any software, applications or programs used in connection with Moby Services (whether owned by or used under license to Moby) for any purpose including “testing” or research purposes; or modifying, altering, or defacing any of the trade-marks, or other intellectual property made available through Moby Services or using any indemnity or intellectual property except for the express purpose for which such intellectual property is made available to you through Moby Services;
- h) posting or transmitting any information or software containing a virus, “cancelbot”, “Trojan horse”, “worm” or other harmful or disruptive component or committing any act which may compromise the security of your Internet host in any way (including analyzing or penetrating a host’s security mechanisms); and

i) using harassing or abusive language or actions, whether verbal, written or otherwise, directed at Moby employees, suppliers, agents and representatives.

20. **How does Moby help to ensure the responsible use of Moby Services?** Moby works hard to ensure continued efficient operation of the Moby Services. Moby has the right (but not the obligation) to monitor Moby Services (electronically or otherwise), including your use of Moby Services and the location of any Equipment (defined in Section 35) receiving the Moby Services. Moby may monitor or investigate any content, use of Programming or your use of Moby's networks, including bandwidth consumption and how it affects operation and efficiency of the network and Moby Services. Moby may disclose any information necessary to satisfy any law, regulation, governmental or other lawful request from any applicable jurisdiction or as necessary to operate and optimize Moby Services and to protect itself or others or take other actions as set out in Section 48.

21. **How do I help protect my Moby account?** You are responsible for the protection of your account(s) and password(s) and for all use of your account, the Moby Services and Moby Equipment by yourself and other users (authorized or not). You must also protect your computer systems, software, and the Equipment from theft, unauthorized use and system corruption. You are responsible to back up and safeguard your data, including your email and voicemail messages. Moby may delete your data if the Moby Service is cancelled, or if you fail to access it within a certain period of time (as determined by Moby). If you have concerns about unauthorized persons ordering Moby Services without your permission, you should investigate the appropriate use of parental controls, passwords and personal identification numbers (PIN) for your account, depending upon the Moby Service you are concerned about.

22. **What am I responsible for if my Moby account is compromised?** You must notify Moby immediately should you suspect unauthorized use of the Moby Services or if Moby Equipment is lost or stolen. You are responsible for payment of all Fees and taxes charged to your account, whether authorized by you or not, which is why it is so important to protect your account and keep account information (including authorized users) up-to-date.

## Moby Services

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23. **Do I need to do anything to help Moby provide Services to me?** Where required, you shall: (a) ensure Moby's right to access and use the inside wiring at your Service Address; and (b) permit Moby to install, replace, remove, update or modify software as required to provide Moby Services. Moby is not responsible for the state or condition of existing wiring or Your Equipment (defined in Section 35) and may require repairs or modifications in order to install Moby Services; and (c) accept responsibility for the termination of any applicable preexisting service or service agreement with another service provider.

24. **What if I am experiencing technical issues with the Moby Services?** Please contact Moby for technical support. When providing you with technical support, you agree that Moby may access, take control of the Equipment by remote control, including the installation and, where applicable, de-installation of certain software. Moby's technical support contact information is set out at the end of this Agreement.

25. **Are there circumstances when Moby might not be able to provide Services to me?** Unfortunately, yes. The check(s) completed by Moby when you placed an order for Moby Services are preliminary. Due to the nature of technology, Moby may deem a Moby Service unavailable to you up to, including, and after installation. The performance and availability of the Service may depend on several factors, including the location of Equipment, the structure to which the Equipment is attached, the configuration of the Equipment, weather conditions or even third-party restrictions that Moby does not control.

26. **Do I own the numbers/identifiers that Moby assigns to me?** No. Moby may issue or assign to you certain unique identifiers for the Moby Services (e.g., a phone number, IP address, e-mail address, web space URL, host name, etc.). You do not own or acquire any right in any assigned number or identifier. Moby may, at any time and without liability, change or withdraw any number or identifier assigned to you.
27. **How do I transfer a phone number I have been assigned?** The process depends on whether you are transferring the phone number to or from Moby.
- a) **Transfers to Moby.** Moby will request your existing service provider to “transfer-in” or “port-in” your existing assigned phone number if you: (i) confirm that you have the right to make the request; (ii) authorize Moby to share with your existing service provider your information relevant to the transfer request (which may include personal information); and (iii) complete and sign any required request form. You are responsible for payment of fees owed to your existing service provider, including any applicable cancellation charge.
- b) **Transfers from Moby.** Upon your request or at the request of your new service provider, if your assigned account and phone number are active, Moby will, upon cancellation of your Moby Home phone Services, process a “transfer-out” or “port-out” request for the phone number assigned to you to your new chosen service provider. You are responsible for all Fees and taxes associated with the transfer from Moby, including any applicable Cancellation Charges.
28. **Am I responsible for content that I provide in connection with Moby Services?** Moby assumes that you own any content you post, upload, store, transmit or communicate to others using the Moby Services, including data, documents, videos, music, photos, etc. or that you have the necessary rights to use it. You are responsible for this content. Moby is not liable for the unauthorized use or distribution of this content (including third-party content).
29. **What content does Moby provide?** Moby provides content as part of certain Moby Services, including programming packages and subscriptions, personal video recorder (“PVR”) services, pay per view (“PPV”) services, on-demand (“On Demand”) services, interactive services, applications, a la carte programming and any other related Services that Moby provides to you (“Programming”).
30. **What are the rules for PPV and On Demand services?** All sales of PPV or On Demand Programming are final. If Moby is unable to provide any PPV or On Demand Programming that you have ordered, Moby will credit you the amount charged for that PPV or On Demand Programming. If permitted by applicable law, Moby is not responsible for cancelled events or failure to provide any PPV or On Demand Programming. Certain PPV or On Demand Programming may only be ordered if you also subscribe to other Programming.
31. **Is the Programming I subscribe to always available?** All Programming is provided on a “subject to availability” basis. Certain Programming transmitted by Moby, including sports events, may be “blacked out” in your area of reception sometimes for copyright or other reasons. Programming may also be subject to temporary interruption due to causes outside of Moby’s control (such as the weather or satellite failure). Moby will not refund charges or credit you for the blackout period or temporary interruptions.
32. **Can I watch the Programming I subscribe to on my personal devices or just my TV?** Where permitted by the Programming provider, Moby may authorize you to receive and view select Programming on certain end-user devices such as personal computers, tablets and other mobile devices using specified authentication credentials (“Personal Devices”), in addition to your TV.
33. **Can I watch the Programming I subscribe to anywhere?** The right Moby provides you to receive and view the Programming is for your private viewing at the Service Address provided to Moby and on certain Personal Devices. Other than as authorized by Moby for viewing on certain Devices, you agree not to access, receive, listen to or view (or try to access, receive, listen to or view) any of the Programming outside of your private residence which you listed as your Service Address. This restriction applies whether the Service Address you provided is your primary residence or a vacation property or secondary location, such as a camper or recreational vehicle.

34. **Can I rebroadcast the Programming I subscribe to?** No. The Programming may not be rebroadcast, copied, transmitted or performed in any form, and no admission may be charged or any other consideration received by or for your benefit from any third party in return for allowing such third party to listen to or view any Programming provided by Moby.

35. **Can I downgrade the Programming I subscribe to?** Yes. You may downgrade your Programming by notifying Moby Customer Service, if your account is in good standing with all payments up to date. Moby will deactivate the Programming you request to be cancelled and activate any new Programming effective as of the next billing cycle date after Moby receiving your request. No credit or refund will be payable in respect of such cancelled or downgraded Programming.

## Equipment

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36. **Who is responsible for the Equipment I need to use the Moby Services?** You are responsible for the equipment and systems you own (“**Your Equipment**”) and any Moby Equipment you use with the Moby Services (together, “**Equipment**”) and all associated risks. You are responsible for maintaining safe access to and the security of the Equipment, and any data backup required, is your responsibility. You must take reasonable care of any Moby Equipment and maintain it in good working condition following the manufacturer’s recommendations (“**Good Condition**”). You must ensure that Your Equipment meets Moby’s minimum requirements to use Moby Services at all times. Moby may also replace, upgrade or modify the Moby Equipment required for the use of Moby Services, migrate your Moby Services to other networks or platforms, or change its suppliers and may do so without notifying you.

37. **Who installs the Equipment?** All Equipment must be installed and activated by Moby at the Service Address, unless Moby tells you otherwise. Once installed, the Equipment may not be moved other than as permitted in this Agreement. The installation of Equipment may be subject to installation charges. If you subscribe to Moby TV Services, you may activate a maximum of 5 Set Top Boxes on your account at any time unless Moby tells you otherwise.

38. **What happens if Equipment becomes out of date?** Moby may change the minimum requirements for Equipment, in which case you may need to update or replace Your Equipment. If you fail to do so, Your Equipment might not be adequate to access or use Moby Services and your only remedy is to cancel the affected Moby Services. Moby does not guarantee that Moby Services will be compatible with all system configurations.

39. **Does Moby provide software updates?** You may receive software downloads from Moby to your Equipment to the extent that such downloads are reasonably necessary for the continued efficient operation of your Moby Services. For example, Moby may update or upgrade the software in the Equipment to ensure that it remains compatible with and functions properly with any technological improvements made by Moby to the Moby Services. Sometimes Moby may have to modify or remove some software features to introduce new features and to ensure the Equipment remains compatible with such technological improvements.

40. **Can I move the Equipment once it is installed?** You must not use, alter or disturb any Equipment or the inside wiring in any way that might impact the provision of Moby Services. Remember that additional Fees may apply if any repair or restoration is required unless Moby tells you otherwise.

41. **Can I rent Moby Equipment?** In some cases, you may be able to rent the Moby Equipment needed to obtain Moby Services Month-to-Month or for a Fixed Term, depending on available rental options (“**Rental Term**”). A maximum Rental Term may apply. Unless you exercise an option to purchase the Moby Equipment (only available for TV Set Top Boxes), the Moby Equipment will remain the property of Moby. Moby may, in its discretion and at any time, replace any part of the Moby Equipment with new or refurbished equipment of comparable functionality. Any limited warranties found in the user manuals of any Moby Equipment do not apply to rental equipment.



- a) **What happens if Moby Equipment is lost, stolen or damaged?** If you rent Moby Equipment, the risk of loss, theft or damage passes to you upon the earlier of (i) you taking possession of the Moby Equipment; or (ii) the completion of the installation by Moby of the Moby Equipment. You are responsible for replacing Moby Equipment at your own cost and for all Fees incurred as a consequence of its loss, theft, destruction or damage. To the extent permitted by applicable law, Moby may, in its discretion and without liability to you, enter onto your property and inspect, maintain, repair, relocate or replace any Moby Equipment as needed.
- b) **When do I return Moby Equipment?** You will follow Moby's instructions regarding the return to Moby of all Moby Equipment, which must be returned in Good Condition (reasonable and normal wear and tear excepted). Moby may request access to your property and dwelling to collect Moby equipment, failure to provide access may result in non-return fees as set out in Schedule A, plus applicable taxes.
- c) **What happens if I don't return Moby Equipment or return it damaged?** To the extent permitted by applicable law, if you fail to return any of the Moby Equipment as required by Moby in Good Condition, Moby may charge you the Moby Equipment non- return fees as set out in Schedule A, plus applicable taxes, and your Modem Deposit will not be refunded.
- d) **What happens to the Moby Equipment when it is no longer useful?** Upon cancellation, or at the end of the Moby Equipment's expected useful life (as determined by Moby), Moby may either (i) attend at your Service Address to remove the Moby Equipment (in whole or in part) subject to a removal fee, in which case you will obtain and grant, at your cost, all approvals necessary for Moby to attend at your Service Address for de-installation and removal of Moby Equipment; (ii) abandon and leave the Moby Equipment (in whole or in part) at your Service Address; or (iii) request that you return the Moby Equipment as set out above. You expressly acknowledge that Moby is not responsible for any costs or damages associated with de-installation or removal of the Moby Equipment unless caused by Moby's intentional fault, negligence or poor workmanship at the time of de-installation or removal.

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## Moby's Liability

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42. **Are there any warranties on Moby Services?** To the extent permitted by law, Moby makes no warranties, representations, claims, guarantees or conditions of any nature, express or implied, including fitness for a particular purpose, merchantability, title or non- infringement, with respect to any Moby Services. Moby assumes no liability for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of any Moby Services, even where such unavailability occurs after installation of the Moby Services.
43. **Are there any warranties on Equipment that I purchase from Moby?** Your Equipment may have a manufacturer's warranty. Please review any manufacturer's warranty to understand what protection it offers and what exclusions apply.
44. **How does Moby limit its liability?** To the extent permitted by applicable law, Moby is not responsible to anyone for any damages, including direct, indirect, special, consequential, incidental, economic, exemplary or punitive damages. This limitation of liability does not apply to damages resulting from physical injuries, death or damage to your Service Address or other property wholly caused by Moby's gross negligence.
- Are there any circumstances when Moby has no liability at all?** In addition to the circumstances described elsewhere in this Agreement, Moby is not responsible for any claims if an installation appointment for any Moby Services is missed, or for any claims related to distribution of content by you or third parties. More generally, Moby will not be responsible for failing to meet obligations due to causes beyond its reasonable control, including work stoppage, labour disputes and strikes, pandemics, war, terrorism, civil insurrection, government decree, failure of the public power

grid, unlawful acts, or the act or omission of a telecommunications carrier whose network is used in establishing connection to a point which Moby doesn't directly serve, acts of nature and all force majeure events.

## Canceling and Suspending Moby Services

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### 45. Can I cancel my Moby Services at any time?

#### 45.1. "Month-To-Month" Services.

Yes. We'll be sorry to see you go, but if you need to, you may contact Moby to cancel some or all of your Moby Services with the future date you want cancellation to be effective on. Moby's contact information is provided at the end of this Agreement. In the event that your final balance on account is a credit, you must contact Moby and request a cheque be sent to your preferred mailing address within 90 days of the date Moby Services were terminated.

#### 45.2. "Term-Agreement" Services.

Yes, but you will be responsible for 50% of the balance left in your Term, unless you have moved to a municipal address that Moby does not service, and any fees associated with cancelling some or all of your services prior to the expiration date of your "Term-Agreement". We'll be sorry to see you go, but if you need to, you may contact Moby to cancel some or all of your Moby Services with the date you want cancellation to be effective on. Moby's contact information is provided at the end of this Agreement. In the event that your final balance on account is a credit, you must contact Moby and request a cheque be sent to your preferred mailing address within 90 days of the date Moby services were terminated.

46. **What charges am I responsible for when my Moby Services end?** You are required to pay to Moby any fees up to and including the date of your last service, any outstanding invoices, and 50% of the balance left in your Term if you have a "Term-Agreement", as well as any PVR rental charges owing.

47. **What happens if I cancel my Moby Services prior to activation?** If you cancel your order prior to activation of any Moby Service you may be charged a cancellation fee to the extent permitted by applicable law, plus applicable taxes, representing an estimate of damages suffered by Moby as a result of your failure to activate the Moby Service.

48. **Can Moby suspend, cancel, or refuse to provide Moby Services to me?** Yes, Moby can, without notice or cause, suspend, cancel or refuse to provide Moby Services to you in whole or in part (including blocking numbers or area codes or disconnecting your access to Programming), or disable Moby Equipment. Cause includes the situations listed below:

- a) Moby would have to incur unanticipated, unaccounted for, unusual or unreasonable expenses (such as securing rights of way or special construction or providing service to certain conference or pay services or to high-cost areas to an extent not supportable by your rate plan and Fees) to provide any Moby Service;
- b) you breach or fail to comply with any part of the Agreement, including if: (i) you fail to pay Moby in accordance with this Agreement, you are late paying any deferred amounts under any payment arrangements with Moby, or you have previous past due amounts owing to Moby; or (ii) you fail to comply with the rules related to Responsible Use of Moby Services set out in Section 18; or
- c) your use of Moby Services is not consistent with your ordinary usage patterns.

49. **Can Moby cancel my Agreement?** Yes. Moby can cancel any Moby Service or this Agreement for any reason upon a minimum of 30 days' prior written notice to you, including where Moby ceases to offer an Moby Service to which you subscribe.

50. **Do I still have to pay Moby if my Moby Services are suspended?** Yes. You are responsible to pay for Moby Services (including Moby Equipment) even while they are suspended. If the reason for suspension has not been resolved within 14 days from the suspension date, Moby may cancel your Moby Service and recover any Moby Equipment. If you

wish to resume your subscription to any Moby Service, you shall pay the applicable installation and/or (re)activation fee set out in Schedule A, plus applicable taxes. Moby is not responsible for notifying any third-party providers of services, merchandise or information of the cancellation of the Moby Services or this Agreement.

51. **Does any part of this Agreement continue after cancellation of Moby Services?** Yes. The following sections will continue to survive: Sections 11-17 (Fees), Sections 52-53 (Your Information), Sections 35, 40 (Moby Equipment), Sections 41-44 (Moby's Liability) and this Section 51 will remain in effect even after the applicable Moby Service or Agreement has been cancelled.

52. **Return of Moby Equipment after Cancellation.** The customer is responsible for returning the equipment after cancellation of services. Once equipment is returned in good working condition, deemed by Moby, you are entitled to your Modem Deposit Refund from the beginning of services. All equipment must be returned as stated in your cancellation confirmation email, see Section 2a for cancellation process. If equipment is not returned within 20 days of cancellation date, your account is at risk of being charged the Non-Recovery Fee and your account will be sent to collections. In the case you are sent to collections, you will no longer be entitled to the Modem Deposit Refund.

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### Your Information

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53. **How does Moby protect my personal information?** Moby protects your personal information in a manner consistent with Moby's Privacy Policies available at [getmoby.com/privacy-policy/](http://getmoby.com/privacy-policy/) and applicable laws.

54. **Does Moby perform credit checks or report credit history?** Yes, Moby will perform credit checks on you and obtain information about your credit history from a credit reporting agency, credit grantor, to activate Services you ordered, or to assist in collection efforts. Moby may also disclose your Moby credit history to credit reporting agencies, credit grantors, and collections agencies.

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### Technical Support

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55. **Does Moby provide technical support?** Yes, Moby will provide technical support and maintenance of Moby Equipment as required to provide Moby services. Moby does not provide Technical support or maintenance of your equipment, technical support calls that are deemed by Moby to be caused by your equipment, or if you specifically instruct Moby to assist or resolve technical problems related to your equipment, additional fees may apply as outlined in Schedule A.

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### Contact Moby

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## Schedule A: Fees

In addition to the Fees set out in your service details or on Getmoby.com, you may be subject to some of the following account or service Fees or charges. All Fees and charges are subject to change and applicable taxes, and are per occurrence unless otherwise specified by Moby. Additional Fees not set out below may apply depending on the Moby Service ordered and your Service Address. You will be notified of any such additional Fees prior to being charged. Fees may be lower in certain cases or where required by law.

Account Fees	Amount
Activation Fee (Stand Alone TV Services only)	\$150.00
Late Payment Fee	2%/month
Reactivation Fee for Disconnection Due to Non-Payment	\$25.00
NSF / Return Payment / Pre-Authorized Payment Denial	\$50.00
Equipment Relocation Fee (Customer Request)	\$50.00
Inside Dwelling Wiring Repair/Installation	\$105.00 / hour plus material costs
Temporary Suspension of Service	\$50.00
Refundable Equipment Deposit	\$50.00

Service Fees	Amount
<b>Moby Internet Service</b>	
Wi-Fi Router Non-Return Fee*	\$120.85
Non-Returned Optical Network Terminal (Based on model)	\$362.50 - \$696.00

<b>Moby TV Service</b>	
Activation Fee (Stand Alone TV Services only)	\$150.00
Set Top Box Non-Return Fee*	\$300.00
Network Switch Non-Return Fee*	\$57.50
Moca Coaxial Bridge Non-Return Fee*	\$108.75

<b>Moby Home Phone Service</b>	
Number Port (Phone number move)	\$35.00

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*If you provide a credit card or bank account (or other pre-authorized payment method) to Moby for your monthly payments, you authorize Moby to charge your credit card or debit/charge your account for all outstanding Fees, taxes and account balances due under this Agreement, including any applicable Late Payment Charges and Cancellation Charges (defined in Section 46), and this constitutes Moby's good and sufficient authority for doing so. You confirm that the credit card or bank account is in your name, is valid and has not expired. You must promptly advise Moby if your credit card or bank account information changes.*