



## BEYOND AIR TERMS AND CONDITIONS

### 1. What are the Terms and Conditions of Service?

The terms and conditions of service (“**Service Terms**”) govern your use of any Services, as defined below.

Throughout this document:

- “**Equipment**” means any device, equipment or hardware used to access the Services or used in conjunction with the Services;
- “**Fixed Term**” means a minimum contract period for a particular Service;
- “**I**”, “**me**”, “**you**”, “**your**” and “**yours**” refer to you but also to persons that you authorize to use the Service or act as your agent with regard to the Service;
- “**Identifiers**” means e-mail addresses, phone numbers, account numbers, personal identification numbers (“**PINs**”), Internet Protocol addresses, personal web page addresses, access codes and any other identifier assigned to you by Beyond Air Networks Limited;
- “**Service Agreement**” means an agreement between you and Beyond Air Networks Limited setting out the terms for one or more Services. For additional certainty, Service Agreements include terms established by: (1) online order forms that are accepted by us; (2) telephone orders which are confirmed by email or other means and accepted by us; and (3) executed orders in hard copy paper form which are returned to, and accepted by, us;
- “**Services**” means any services that you subscribe to or receive through Beyond Air Networks Limited, including but not limited to various Internet access services. All Equipment and Software (as defined in this section) are considered elements of the Services;
- “**Beyond Air Networks Limited**” means Beyond Air Networks Limited, its partners, licensors, dealers, representatives, suppliers and agents (and their respective employees, officers, directors, shareholders and representatives);
- “**Software**” means any software used to access the Services or used in conjunction with the Services;
- “**us**”, “**we**”, “**our**” or “**ourselves**” means Beyond Air Networks Limited;
- “**Website**” means all content on the beyondair.ca domain.

### 2. What is included as part of my Agreement for Services with Beyond Air Networks Limited?

Your Service Agreement(s), any Beyond Air Networks Limited document describing features, products or services and any other document incorporated by reference together with these Service Terms constitute our agreement with you (“**Agreement**”). In the event of an inconsistency between the constituent documents of the Agreement, the inconsistency will be resolved by giving preference first to a Service Agreement(s), then to the Service Terms, and

lastly to any other Beyond Air Networks Limited documentation describing features, products or services.

The scope of Services will be set out on your invoice.

### **3. How do I accept this Agreement?**

You may accept this Agreement in a variety of ways. Firstly, by actively accepting these terms by clicking on Accept. Further, you accept this agreement by using the Services or allowing Services to be installed at your premises. You acknowledge that you have read, understood and agree to the Service Terms. If you do not agree to the Service Terms, you may not use the Services.

### **4. How long does the Agreement last?**

The “**Term**” of your Agreement with Beyond Air Networks Limited begins when you accept the Agreement and will continue until the Agreement is terminated. Beyond Air Networks Limited provides Services to you on an ongoing month-to-month basis unless a Fixed Term is set by a Service Agreement. If a Fixed Term expires, Services will continue to be provided to you on a month-to-month basis, unless you cancel the applicable Service in accordance with this Agreement.

### **5. Can Beyond Air Networks Limited change the Agreement?**

Beyond Air Networks Limited can change the Agreement and any aspect of the Services. Before we make any changes to the Agreement, we will give you at least thirty days’ written notice by email, letter, bill insert or by posting the notice on our Website.

If you continue to use the Service after thirty days from the effective date indicated in the notice, the new service term will become effective.

### **6. What if I do not agree with a change that Beyond Air Networks Limited makes to the Agreement?**

If you do not agree with a change made by Beyond Air Networks Limited, you may cancel the affected Services in accordance with Section 28.

## **ACCOUNT, BILLING AND PAYMENT**

### **7. How does Beyond Air Networks Limited bill me for the Services?**

Beyond Air Networks Limited will bill you monthly, in advance. You must pay all recurring and one-time charges (“**Fees**”) and all applicable taxes due for Beyond Air Networks Limited services within fifteen days of Beyond Air Networks Limited’s invoice date. Beyond Air Networks Limited may bill you monthly in arrears for certain Fees. For example, billing in arrears may be necessary for charges that can only be calculated at the end of a billing month (e.g. usage based charges). Service Agreements may also modify the billing terms for certain Services.

### **8. How can I pay my bill?**

You can pay your bill through Beyond Air Networks Limited's pre-authorized billing by Direct Debit, Visa, Mastercard, Visa Debit and Mastercard Debit, or by Interac E-Transfer sent to: [billing@beyondair.ca](mailto:billing@beyondair.ca). For E-Transfer, please put in the Notes section your name, and account number. Failure to do this may delay recognition of payment. You confirm that you are an authorized user of the credit card or bank account and that it is valid and has not expired. You must promptly advise Beyond Air Networks Limited if your credit card information changes.

### **9. What charges apply to late payments, rejected payments and other account processing actions?**

If Beyond Air Networks Limited does not receive payment within twenty-seven (27) days of the invoice date, you will be subject to a late payment charge of 1.5% per month and service disconnection. This late payment charge accrues on a daily basis and is calculated and compounded monthly on the outstanding amount (19.56% per year) ("Late Payment Charges") from the date of the first bill on which it appears until the date we receive that amount in full.

You agree that we can charge any unpaid and outstanding amount, including any Late Payment Charges and taxes, on your account to your credit card, bank account or any other payment method pre-authorized by you for payment of Fees.

Administrative charges in the amount of \$35.00 may be levied for administration or account processing activities in connection with your account, including as a result of the following:

- collection efforts due to non-payment or having a balance over your credit limit, including unbilled usage and pending charges, fees and adjustments;
- returned or rejected payments due to non-sufficient funds ("NSF") or any other reason;
- change of any Identifier; or
- the restoral of Service.

### **10. What if I dispute Fees on my invoice?**

If you have any questions, disputes or discrepancies to report regarding Fees, you must do so within ninety days of the invoice date. Failure to notify us within this time period will constitute your acceptance of such Fees. We will investigate disputes and if, in our sole discretion, we determine that a portion of the Fees was incorrectly charged, then we will reverse the disputed portion of the Fees. You must pay the undisputed portion of the Fees in accordance with Section 8.

## **YOUR RESPONSIBILITIES**

### **11. Does Beyond Air Networks Limited have any policies that apply to the Services?**

Yes. From time to time, Beyond Air Networks Limited may establish policies, rules and limits (collectively "Policies") concerning the use of the Services, Equipment and any products, content, applications or services used in conjunction with the Services or Equipment. The Policies are incorporated into these Service Terms by reference. For example, please see our Privacy Policy here.

### **12. Are there any limits to my use of the Services? Do I need to download software?**

Yes. You agree to comply with and use the Services for your own personal use, in accordance with the Agreement and all applicable laws. You also agree not to:

- a) Resell the Services, receive any charge or benefit for the use of the Services; and
- b) Transfer your Services without our express consent.

You must also follow any Policies setting out acceptable use guidelines for the Services and Equipment.

You may, from time to time be required to download software. You agree to download any software required for installation, diagnostic testing, or the day-to-day maintenance of equipment.

**13. How can I be sure that Beyond Air Networks Limited has accurate contact information for my account?**

You are responsible for keeping the contact and payment information you provide to Beyond Air Networks Limited (including name, mailing address, email address, address where the Services will be provided to you), phone number, and any authorized users) up to date. If this Agreement is cancelled, you will provide Beyond Air Networks Limited 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.

**14. What am I responsible for if my Beyond Air Networks Limited account is compromised?**

You must notify Beyond Air Networks Limited immediately should you suspect unauthorized use of the Services or if 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.

**BEYOND AIR NETWORKS SERVICES**

**15. Are there any warranties on the Services?**

Beyond Air Networks will take commercially reasonable efforts to deliver the Services.

To the maximum extent permitted by law, Beyond Air Networks Limited does not guarantee or warrant the performance, availability, coverage, uninterrupted use, security, pricing or operation of the Services or any products, content, applications, services, facilities, connections or networks used or provided by us or third parties.

You bear the entire risk as to the use, access, transmission, availability, reliability, timeliness, quality, security and performance of the Services.

Beyond Air Networks Limited does not make any express or implied representations, warranties or conditions, including warranties of title or non-infringement, or implied warranties of

merchantable quality or fitness for a particular purpose, with regard to the Services or any products, content, applications, services, facilities, connections or networks used or provided by us or third parties.

All representations, warranties and conditions of any kind, express or implied, are excluded to the maximum extent permitted by applicable law. To the maximum extent permitted by applicable law, no advice or information, whether oral or written, obtained by you from Beyond Air Networks Limited creates any term, condition, representation or warranty not expressly stated in the Agreement.

**16. Does this mean that there may be circumstances when the Services are not available?**

Unfortunately, yes. Performance and availability of the Service depend on several factors, including weather events, access to third-party providers and suppliers that Beyond Air Networks Limited does not fully control. While we take commercially reasonable efforts to deliver the Services, please note that we do not offer “services credits” for any interrupted Services.

**BEYOND AIR NETWORKS LIMITED EQUIPMENT AND SOFTWARE**

**17. Are there any limitations with respect to use of Equipment?**

Yes. Except for Equipment that you have fully paid for, all Equipment installed or provided by us remains our property and you agree that:

- You will take reasonable care of the Equipment;
- You may not sell, lease, mortgage, transfer, assign or encumber the Equipment;
- You may not relocate the Equipment without our knowledge and permission; and
- You will return the Equipment to us at your own expense upon termination of the Services to which the Equipment is related.

If Equipment is lost, stolen or damaged or sold, leased, mortgaged, transferred, assigned, encumbered or not returned, you agree to pay us the undiscounted retail value of Equipment, together with any costs incurred by us in seeking possession of such Equipment.

**18. Do I need to grant Beyond Air Networks Limited access to Equipment?**

Yes. You agree to authorize us and our representatives to enter or have access to your premises as necessary at mutually agreed upon times to install, maintain, inspect, repair, remove, replace, investigate, protect, modify, upgrade or improve the operation of our services, the Equipment or our facilities or networks. If any of your Services or accounts have been terminated, then you authorize us and our representatives to enter or have access to your premises to disconnect the Services, as applicable. You must immediately notify us if Equipment is lost, stolen or destroyed.

Although Beyond Air Networks Limited will seek your consent whenever feasible, you agree that Beyond Air Networks Limited may access, without consent or notice, Equipment located on your property and outside of your residential or business dwelling in the following exceptional circumstances: (a) if Beyond Air Networks Limited has a court order to do so; or (b) if there is an emergency situation, which includes circumstances where Equipment on your property is malfunctioning and affecting your Services or the Beyond Air Networks Limited network.

**19. Will the Service ever require changes of Equipment?**

Yes. The Equipment, Equipment specifications and the location of Equipment require changes, at our sole discretion, from time to time. Unless otherwise specified by us, you are solely responsible for updating or maintaining your Equipment and software as necessary to meet such requirements, and you may not be entitled to customer support from us if you fail to do so.

**20. Are there any limitations to the use of Software?**

Yes. Software, including all related documentation accompanying the Software (“**Software Documents**”), is for your own personal, non-commercial use and may not be distributed, transferred or sold. All Software and Software Documents remain our property or that of our licensors or content providers, as applicable. You agree to take reasonable steps to protect Software and Software Documents from theft, loss or damage. You must review and agree to any applicable end user licence agreement of Beyond Air Networks Limited, our licensors or content providers. Unless otherwise provided in the applicable end user licence agreement, all end user licence agreements will terminate upon termination of the applicable Service Agreement.

**PROPRIETARY RIGHTS**

**21. Is the content that I access through the Services subject to any intellectual property rights?**

Yes. You acknowledge that content including, but not limited to, software, music, sound, photographs, video, graphics or other material accessed through the Services or the Internet is protected by applicable copyrights, trade-marks, patents, trade secrets or other proprietary rights and laws.

You further acknowledge that, except where expressly stated otherwise, all Equipment, Software, content, documentation, processes, designs, technologies, materials and all other things comprising the Services are owned by Beyond Air Networks Limited, its licensors or its suppliers and are protected by applicable copyrights, trade-marks, patents, trade secrets or other proprietary rights and laws.

**22. Do I have any rights to the content that I provide in connection with the Services?**

Yes. Beyond Air Networks Limited does not claim ownership of information, materials, software or other content (collectively, the “**Content**”) that you post, upload, input, provide, submit or otherwise transmit to Beyond Air Networks Limited or any third party, using the Services. However, you agree that by posting, uploading, inputting, providing, submitting or otherwise transmitting the Content to Beyond Air Networks Limited or any third party, using the Services, you have thereby granted Beyond Air Networks Limited a royalty-free, non-exclusive license to use, copy, distribute, transmit, display, edit, delete, publish and translate such content to the extent reasonably required by Beyond Air Networks Limited to provide the Services to its customers or to ensure adherence to or enforce the terms of this Agreement.

**23. Who owns electronic addresses used in connection with the Services?**

Except where otherwise specified by Beyond Air Networks Limited, Identifiers remain the property of Beyond Air Networks Limited at all times.

## **PRIVACY AND CONFIDENTIALITY OF YOUR INFORMATION**

### **24. How does Beyond Air Networks Limited protect my personal information?**

Beyond Air Networks Limited protects your personal information in a manner consistent with Beyond Air Networks Limited's Privacy Policies and applicable laws.

### **25. Will Beyond Air Networks Limited send me commercial electronic messages?**

Yes. By entering into the Agreement, you are providing your consent to receive commercial electronic messages from Beyond Air Networks Limited. However, at any time, you may unsubscribe from commercial electronic messages by using the unsubscribe mechanism contained in such messages.

## **LIABILITY AND INDEMNIFICATION**

### **26. How does Beyond Air Networks Limited limit its liability?**

YOU AGREE THAT NOTWITHSTANDING ANYTHING OTHERWISE WRITTEN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BEYOND AIR NETWORKS LIMITED'S LIABILITY FOR NEGLIGENCE, BREACH OF CONTRACT, TORT, OR OTHER CAUSES OF ACTION, INCLUDING FUNDAMENTAL BREACH, IS LIMITED TO TWENTY DOLLARS.

IT IS AGREED THAT BEYOND AIR NETWORKS LIMITED'S WILL NOT BE HELD RESPONSIBLE TO ANYONE FOR: ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, ECONOMIC OR PUNITIVE DAMAGES (INCLUDING LOSS OF PROFIT OR REVENUE, FINANCIAL LOSS, LOSS OF BUSINESS OPPORTUNITIES, LOSS, DESTRUCTION OR ALTERATION OF DATA, FILES OR SOFTWARE, BREACH OF PRIVACY OR SECURITY PROPERTY DAMAGE, PERSONAL INJURY, DEATH OR ANY OTHER FORESEEABLE OR UNFORESEEABLE LOSS, HOWEVER CAUSED) RESULTING OR RELATING DIRECTLY OR INDIRECTLY TO THE SERVICE OR ANY ADVERTISEMENTS, PROMOTIONS OR STATEMENTS RELATING TO ANY OF THE FOREGOING, EVEN IF WE WERE NEGLIGENT OR WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;

THE PERFORMANCE, AVAILABILITY, RELIABILITY, TIMELINESS, QUALITY, COVERAGE, UNINTERRUPTED USE, SECURITY, PRICING OR OPERATION OF THE SERVICE;

ANY LOST, STOLEN, DAMAGED OR EXPIRED EQUIPMENT, IDENTIFIERS, PASSWORDS, CODES, BENEFITS, DISCOUNTS, REBATES OR CREDITS;

ANY ERROR, OMISSION OR DELAY IN CONNECTION WITH THE TRANSFER OF IDENTIFIERS TO OR FROM ANOTHER TELECOMMUNICATIONS SERVICE PROVIDER OR ANY LIMITATION CONNECTED THERETO;

ANY ACTS OR OMISSIONS OF A TELECOMMUNICATIONS CARRIER WHOSE FACILITIES ARE USED TO ESTABLISH CONNECTIONS TO POINTS THAT WE DO NOT SERVE; OR ANY CLAIMS OR DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM ANY CLAIM THAT THE USE, INTENDED USE OR COMBINATION OF THE SERVICE OR ANY MATERIAL TRANSMITTED THROUGH THE SERVICES INFRINGES THE INTELLECTUAL PROPERTY, INDUSTRIAL, CONTRACTUAL, PRIVACY OR OTHER RIGHTS OF A THIRD PARTY.

FURTHER, YOU AGREE NOT TO DISPARAGE BEYOND AIR NETWORKS LIMITED, IN ANY FORM.

THESE LIMITS ARE IN ADDITION TO ANY OTHER LIMITS ON BEYOND AIR NETWORKS LIMITED'S LIABILITY SET OUT ELSEWHERE IN THE AGREEMENT.

**27. Must I indemnify Beyond Air Networks Limited Parties with regards to the Agreement?**

Yes. You agree to indemnify and hold harmless Beyond Air Networks Limited Parties from all demands, claims, proceedings, losses, damages, costs and expenses (including, without limitation, reasonable legal fees and other litigation expenses) incurred by or made against Beyond Air Networks Limited Parties, which result from or relate to the Services, your use of the Services or other matters related to this Agreement.

**CANCELLING AND SUSPENDING BEYOND AIR NETWORKS LIMITED SERVICES**

**28. When and how can I cancel Services?**

You may cancel any or all of your Services and any corresponding Service Agreement at any time by contacting Beyond Air Networks Limited at [email@beyondair.ca](mailto:email@beyondair.ca) or by calling at 226-784-0140. Cancellation Charges, as defined further below, may apply.

**29. What happens to a Service Agreement if I transfer my Services to another provider?**

Upon transfer-out of one or more Services and Identifiers to another provider, the applicable Service Agreements will be automatically cancelled. Cancellation Charges, as defined in Section 31, may apply.

**30. When can Beyond Air Networks Limited cancel or suspend my Services?**

Beyond Air Networks Limited may cancel any or all of your Services and corresponding Service Agreements with thirty (30) days' written notice to you at your billing address.

Beyond Air Networks Limited may also restrict, block, suspend, disconnect or terminate any or all of your Services, without notice, if:

- you are in breach of a Service Agreement, including non-payment of your charges or non-compliance with any Policies. If you fail to pay within 28 days, we may restrict or stop your services;
- you do not maintain Service usage within the prescribed credit limit;
- you exceed reasonable usage limits, as determined reasonably by us;



- you have given us false, misleading or outdated information;
- we reasonably suspect or determine that any of your Services, Equipment or Identifiers are the subject of fraudulent, unlawful or improper usage or usage that adversely affects our operations or the use of our services, facilities or networks by others;
- you are in violation of any applicable law, including illegal downloads, torrents, etc.
- you harass, threaten or abuse us or our employees or agents;
- you fraudulently or improperly seek to avoid payment to us;
- we need to install, maintain, inspect, test, repair, remove, replace, investigate, protect, modify, upgrade or improve the operation of the Services, the Equipment or our facilities or networks; or
- we reasonably believe that there is an emergency or extreme circumstance that would warrant such action.

### **31. What amounts must I pay if my Service(s) are cancelled?**

If you or Beyond Air Networks Limited cancels any of your Services that are subject to a month-to-month Term, you must pay all outstanding fees (including any installation fees for Services that have been installed but not activated), taxes, and Late Payment Charges on your final invoice for those cancelled Services. One-time activation and installation fees are non-refundable. A re-stocking fee may apply to Equipment that you return or Equipment that has been ordered but not shipped. If Equipment that you have purchased has been shipped prior to Service cancellation, the fees for the Equipment are non-refundable. One-time activation and installation fees and restocking/Equipment fees are intended to recover costs and constitute a genuine pre-estimate of liquidated damages in the event that a month-to-month Service is cancelled.

For month-to-month Services seasonal disconnection, Beyond Air Networks Limited will provide a bill credit for the suspended portion of monthly service fees that you have paid in advance for services. This refund will be pro-rated based on the number of days remaining in the billing cycle. The credit will be applied to your next invoice and is not refundable.

For month-to-month Services, Beyond Air Networks Limited will cancel your service, without penalty, at the end of your billing cycle. If you cancel a month-to-month Service, you agree to provide a minimum of 5 business days notice, before the beginning of your next billing cycle.

If you cancel a Service that is subject to a Fixed Term prior to its expiry, or if Beyond Air Networks Limited cancels for cause your Service that is subject to a Fixed Term, then you must pay Beyond Air Networks Limited an amount equal to the lesser of either: (a) \$150.00 dollars plus applicable taxes; or (b) fifty per cent (**50%**) of the remaining monthly Fees for the cancelled Service that would have been payable to the end of the Fixed Term, plus applicable taxes (collectively, the “**Cancellation Charges**”). You acknowledge that the Cancellation Charges are a reasonable estimate of Beyond Air Networks Limited’s liquidated damages, represent consideration for the Services, and are not a penalty.

### **32. How can I restore my Service(s) if they have been restricted, blocked, suspended, disconnected or terminated by Beyond Air Networks Limited?**

Beyond Air Networks Limited may, at its sole discretion, restore your Services, with or without conditions that may include:

- a) Full repayment of outstanding amounts owing to Beyond Air Networks Limited;
- b) Compensation for costs incurred by Beyond Air Networks Limited in connection with your breach of the Service Terms, including costs incurred to enforce your compliance; or
- c) Changes to your Fees on an ongoing basis.

### **ADDITIONAL TERMS**

#### **33. Do I have to meet certain criteria to enter into this Agreement?**

Yes. By entering into this Agreement, you represent and warrant that you have reached the age of majority in the province of Ontario, which is 18 years of age, and that you possess the legal right and ability to enter into this Agreement and use the Services in accordance with this Agreement.

#### **34. What is the process that applies to unresolved disputes with Beyond Air Networks Limited?**

If you have a dispute about Services, Software, about this Agreement, or about what we say outside this Agreement, then we want to resolve the dispute quickly and fairly. If you have tried to work with us but remain unsatisfied, then you have a right to escalate the dispute.

If you are a consumer or small business with a monthly bill under \$2,500, you may escalate certain types of complaints externally with the Commissioner for Complaints for Telecommunications Service (“CCTS”) ([www.ccts-cprst.ca](http://www.ccts-cprst.ca), 1-888-221-1687). The CCTS is the telecommunications consumer agency designated by the CRTC to resolve consumer and small business disputes about telecommunications services. The CCTS accepts complaints relating to service delivery, contract disputes, billing, credit management and unauthorized transfers of service.

With the exception of billing disputes, which are resolved exclusively through the process described in Section 10 of these Service Terms, any unresolved dispute may also be referred to voluntary single arbitrator arbitration. In such an event, the fees for the arbitrator shall be shared equally by the parties. Arbitration will be confidential.

#### **35. Which Court has jurisdiction over claims related to the Agreement?**

By entering into the Agreement, except where the Canadian Radio-television and Telecommunications Commission, the CCTS or an arbitrator has jurisdiction, you consent to the exclusive personal jurisdiction of and venue in a court located in Sarnia, Ontario for any suits or causes of action connected in any way, directly or indirectly, to the subject matter of the Agreement.

#### **36. 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 Beyond Air Networks Limited Even if Beyond Air Networks Limited decides not to enforce any part of this Agreement for any period of time, the term still remains valid and Beyond Air Networks Limited can enforce it in the future.

### **37. What laws apply to this Agreement?**

The laws of Ontario and federal laws of Canada applicable in that province govern this Agreement.

### **38. Can this Agreement be transferred?**

Beyond Air Networks Limited may transfer or assign all or part of this Contract (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(s) or the Service without Beyond Air Networks Limited's prior written consent, which may not be unreasonably withheld.

### **39. Do any terms or obligations of this Agreement apply after the cancellation or expiry of the Agreement?**

Yes. The cancellation, transfer or expiry of a Service Agreement or the Agreement shall not release you or us from any obligation which has accrued prior to that event including but not limited to the obligation to pay any outstanding amounts owed for Services.

### **40. Rental, Installation and Repair:**

- a. Unless purchased and owned by you, all Equipment used by you is rented to you by us. All Equipment provided by us is owned by us, and you agree to take best efforts to protect all Equipment from damage. In case of damage caused by you, you are solely responsible for the lesser of: the cost to repair or the cost to replace said equipment where repair is not possible or unfeasible. You are also responsible for any associated reinstallation fees.
- b. Installation of the Equipment may require drilling holes and other modifications to the residence or commercial building where the Equipment is installed. We may suggest you cut down trees, debris, or branches, but will not do so ourselves, and this is your responsibility. Such modifications are authorized with the full knowledge that if the Equipment is removed Beyond Air will not be required to return the building to its original state. Notwithstanding the foregoing, Beyond Air shall use reasonable care to minimize modifications required. You are responsible to maintain the Equipment on or in your home or business by ensuring bolts and screws holding the Equipment in place are tight at all times.
- c. You agree not to hold us responsible for any acts of God, including and not limited to, the equipment moving out of place due to high winds or other weather conditions. Where you see any equipment has been damaged, you will immediately notify us.
- d. You warrant all authorizations for the installation of Beyond Air's equipment to have been obtained prior to Beyond Air's scheduled installation date. If required, you shall provide access to the Service Address to Beyond Air or its agent, at a mutually agreeable time, for the purposes of installing, monitoring, modifying or upgrading the Equipment so as to facilitate the provision of the Services.
- e. Beyond Air does not warrant that the operation of the Equipment will be uninterrupted or be error-free.

- f. Beyond Air will maintain the Equipment in good repair throughout the Term in accordance with its normal schedules and practices for remedial maintenance and will respond on a commercially reasonable basis to your request for repair between 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding any Beyond Air observed holidays. Should you request, and Beyond Air agree, to perform any repair outside of Beyond Air's normal maintenance schedules, such repairs will be performed by Beyond Air at your expense at prevailing rates for labour, travel and overtime. You acknowledge that Beyond Air's ability to maintain the Equipment is dependent upon Beyond Air's sources from third-party suppliers. In the event of inability to obtain replacement parts, or if the Equipment is no longer serviceable due to excessive wear, deterioration, technological obsolescence or by reason of any circumstance beyond the control of Beyond Air, Beyond Air's obligation is limited to replacing the Equipment with current models when Beyond Air is able to source the new equipment from its manufactures or suppliers and Beyond Air will not be liable for any loss of service until the replacement equipment is obtained.
- g. Beyond Air's obligations hereunder do not extend to any relocation, maintenance, repairs, modifications, or adjustments which may be required, that are due to, resulting from, or related in any way to:
- damage, misuse or failure on your part to maintain adequate electrical power, surge suppressor, temperature, or a suitable operating environment for the Equipment;
  - the attachment, interconnection or use of the Equipment with accessories, equipment or services not provided by Beyond Air;
  - an event of Force Majeure;
  - vandalism;
  - long term wear and tear of outdoor equipment due to the failure of the Customer to maintain the outdoor equipment as required by this Agreement;
  - interference from other competing wireless radio systems or interference in general; or
  - interference with, changes in or obstruction of line-of-sight requirements of Beyond Air, such as by foliage growth or building construction; or,
  - any other cause that is external to the Equipment.
- h. Any maintenance or repairs performed by Beyond Air due to any of the foregoing shall be at your expense at Beyond Air's prevailing rates and terms. You shall not change the normal operating environment of the Equipment without obtaining prior authorization from Beyond Air. You shall provide Beyond Air with timely, obstacle-free and unobstructed access to the Equipment at all times.
- i. Safety. Beyond Air reserves the right to refuse to commence or continue any work which, in its sole opinion, would have to be done in hazardous conditions. Beyond Air shall not be responsible in any way to you for any refusal to work in or adjacent to hazardous conditions.

By using the Services you are expressly consenting to Beyond Air's Terms and Conditions, herein incorporated to this Agreement, which have been provided to you by email and are available for electronic viewing at:

[https://www.beyondair.ca/application/files/9514/8943/6544/Terms\\_of\\_Service.pdf](https://www.beyondair.ca/application/files/9514/8943/6544/Terms_of_Service.pdf) . You agree that a printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records generated and maintained in printed form by Beyond Air.

#### **41. Amendments**

You agree that we may amend these terms and conditions from time to time. You will be notified of updates by a notice on our website, a notice on your bill, or email.