Acceptable Use Policy

THE FOLLOWING ARE THE TERMS AND CONDITIONS THAT GOVERN YOUR USE OF **Voyageur Communications Co-op LTD**. INTERNET SERVICE AND INCLUDE LIMITATION OF LIABILITY PROVISIONS. YOU ARE DEEMED TO HAVE ACKNOWLEDGED AND CONSENTED TO THESE TERMS AND CONDITIONS BY YOUR USE OF Voyageur Communications Co-op LTD. INTERNET SERVICE. IF YOU CONTINUE TO USE Voyageur Communications Co-op LTD. INTERNET SERVICE WITHOUT READING THESE TERMS AND CONDITIONS, YOU ARE STILL DEEMED TO HAVE AGREED TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS WITHOUT LIMITATION. Voyageur Communications Co-op LTD. RECOMMENDS YOU PRINT OUT A COPY OF THESE TERMS AND CONDITIONS FOR YOUR REFERENCE. YOU MUST BE 18 YEARS OF AGE OR OLDER TO REGISTER FOR INTERNET SERVICES FROM Voyageur Communications Co-op LTD., IF YOU ARE UNDER 18 YEARS OF AGE, REGISTRATION MUST BE COMPLETED BY A PARENT OR GUARDIAN.

1. SERVICES. You have requested Voyageur Communications Co-op LTD. Internet Services (hereafter called Voyageur Co-op) Voyageur Co-op has agreed to provide, certain Internet service(s) (the "Services") in accordance with your written agreement with Voyageur Co-op, or with the Internet plan specified by you to Voyageur Co-op either during the registration process or during any upgrade, as such Internet plan may be amended from time to time. The provision of some or all of the Services to you is subject to availability and to these terms and conditions (the "Terms and Conditions"). Further, the term "Services" does not include your computer system or any enhancement thereto which is provided pursuant to Voyageur Co-op. Terms of Service for Regulated Services, nor does it include access service such as (but not limited to) WLAN, Wi-Fi, HOTSPOT, Virtual Private Network, which are provided under separate agreements between you and Voyageur Co-op.

2. TERM. These Terms and Conditions shall apply to you either on the date you first activate your account with Voyageur Communications Co-op by logging on to the Voyageur Co-op. Network or on the date you sign and Voyageur Communications Co-op accepts an agreement for the Services, whichever is applicable (the "Effective Date"). Subject to the provisions herein, the Services shall be provided for the term

(i) specified in your written agreement with Voyageur Co-op, or

(ii) required by your Internet plan, or

(iii) specified by you to Voyageur Communications Co-op during the registration process, as applicable, and shall be either on a month to month, yearly or multi-year basis (the "Term"). Services shall continue until either party terminates the Services according to these Terms and Conditions or by providing at least thirty (30) days prior notice to Voyageur Communications Co-op Voyageur Co-op will accept verbal notice of termination however, Voyageur Communications Co-op reserves the right at any time to require that written notification be provided as set forth in section 20 herein. Upon expiration of the Term, unless otherwise agreed upon in writing or otherwise specified by your Internet plan, the Services shall continue on a month-to-month basis, at the applicable month-to-month price until one party provides the other with thirty (30) days written notice.

3. CHARGES AND PAYMENT. You agree to pay the charges specified by Voyageur Co-op for the Services (the "Charges"), together with all applicable taxes. If the Internet plan you subscribe to is one with a fixed rate through the Term, the Charges shall remain fixed throughout the Term otherwise the Charges are subject to change upon the provision of thirty (30) days prior written notice given by Voyageur Co-op to you of the change. Payments are to be made with an auto debit program currently with the Caisse La Prairie in Ste. Anne MB. All NSF charges are to be paid by client. Additional charges for excess use, if any, shall be billed to the Customer monthly in Voyageur Co-op.'s billing statements, which shall be due and payable within ten (10) days after the date of the billing statement. All Charges not paid when due shall bear interest at the rate specified in Voyageur Co-op's billing statements from time to time. Upon termination of this Agreement for any reason whatsoever, as applicable, you agree that

(i) Monthly Charges and any interest shall become immediately due and payable, or

(ii) Any unused portion of the annual Charges that may have been paid are non-refundable and shall not be credited to you. If you have requested a change from an annual agreement to a month to month agreement, then such unused portion of the annual charges may be applied to the monthly Charges to be billed to you where applicable. You agree not to deduct or set-off any amount from the monthly Charges or annual Charges due to Voyageur Co-op under this Agreement.

4. SERVICE ADDRESS. Services will be provided at the address specified by you to Voyageur Co-op during the registration process (the "Service Address"). All facilities, electrical requirements and any other equipment or facilities required in connection with the Services shall meet the specifications and requirements prescribed by Voyageur Co-op. Should you request Voyageur Co-op to relocate the Services to a new address serviced by Voyageur Co-op, such relocation shall be performed by Voyageur Co-op at your expense at Voyageur Co-op's prevailing rates and terms including such service charges as may be applicable and these Terms and Conditions shall continue to apply. Voyageur Co-op shall have no obligation to relocate the Services to a service address outside the service area.

5. CUSTOMER RESPONSIBILITIES.

(a) You represent, warrant and covenant to Voyageur Co-op that you shall not:

(i) resell for profit or non-profit any of Services, except with the written consent of Voyageur Co-op;
(ii) access any computer, system or part of a system, software, data or any confidential, copyright, trademark or patent protected material of any other person without the consent of such person, nor seek by any means whatsoever, information regarding the personal identification, or password of any other user of the Services or the Internet without the consent of such person;

(iii) use the Services to interfere with anything:

(1) maintained by Voyageur Co-op;

(2) belonging to another Internet user; or

(3) available on the Internet; without the prior written consent of Voyageur Co-op;

(iv) develop or use programs, or use the Services in a manner that adversely affects or impacts other Internet users, the Services, or any part of the Voyageur Co-op network;

(v) use the Services to upload, use, transmit, distribute or store:

1. anything illegal or anything that may expose Voyageur Co-op to civil liability as determined by Voyageur Co-op in its sole and absolute discretion including but not limited to anything that contains profane language or is threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, sexually explicit, indecent or is likely to expose a person to hatred or contempt;

2. anything that contains a virus or other harmful or destructive element;

3. anything that infringes any other party's intellectual property or privacy rights;

(vi) use the Services for any purpose contrary to the laws of any government having jurisdiction over you or Voyageur Co-op including, without limitation, those regarding export control;
(vii) violate the rules of "netiquette" while using the Services. For the purpose of these Terms and Conditions, "netiquette" is defined as appropriate etiquette expected while using the Internet, as determined by Voyageur Co-op. in its sole and absolute discretion. It includes any activity that Voyageur Co-op determines in its sole and absolute discretion to be improper use of the Services, such as without limitation:

1. spamming (i.e. the sending of unsolicited, commercial messages or communications in any form) either over the Voyageur Co-op network, over any other network where the message sent advertises or mentions a site posted on the Voyageur Co-op network, or over any other network in violation of that network provider's acceptable use policy; or

2. generating unacceptable levels of traffic on the Voyageur Co-op network or the network of any other party, including but not limited to, Voyageur Co-op's suppliers; or

3. sending messages or communications in any form where the recipient has indicated their desire to not receive such messages or communications.

(b) You are responsible to ensure that your computer system and programs meet the current minimum requirements necessary to use the Services. You acknowledge that from time to time, the computer equipment and/or the programs required to access and use the Services may change and the your computer equipment and/or programs may cease to be adequate to access the Services as a result. If that occurs, your sole remedy shall be to either upgrade the equipment and/or programs used to access the Service or terminate these Terms and Conditions.

(c) You are responsible for backing up your own files, programs and data as required. Your files, programs and data stored on the Voyageur Co-op. network shall be and remain your property, however, Voyageur Co-op may, in its sole discretion, make and keep backups of any such files, programs and data and review and use such files, programs and data to prevent, attempt to prevent or stop any disruption of the Services or breach of these Terms and Conditions, whether by you or any other person, in connection with any lawful governmental request, or in connection with a claim arising out of a disruption of Services or breach of these Terms and Conditions.

(d) Any UserIDs and passwords issued to you shall be used only by you. You shall not make the UserIDs available to any third party and shall be solely responsible for maintaining the security of your UserIDs and passwords. If you become aware, or suspect that any unauthorized person has obtained or attempted access to your account, programs, or data, then you shall forthwith notify Voyageur Co-op. and change your passwords. You acknowledge that the fees charged by Voyageur Co-op reflect the allocation of risk herein and the limited recourse to Voyageur Co-op provided for in these Terms and Conditions. Voyageur Co-op will not assume any responsibility for acts or omissions of you or of any individual who accesses the Services using your passwords and/or UserIDs.

(e) You acknowledge that if you allow any person under the age of eighteen (18) to use the Services, you shall bear the sole responsibility and liability for, and shall indemnify Voyageur Co-op against, any claims, actions or losses that arise, directly or indirectly, from such use.

(f) You shall comply with all current and future policies of Voyageur Co-op related to the Services. Voyageur Co-op may send you notice of such policies via e-mail or regular mail.

6. WEB HOSTING AND SHELL ACCESS SERVICES. You warrant the accuracy of the information included in your web site, and warrant that you are authorized and entitled to advertise the business, profession, service, product trade-mark or trade name specified or described therein, that the content on your web site is suitable for publication, is not libelous or defamatory and does not breach the intellectual property rights (including, without limitation, copyright) of any third party, and complies with all laws, regulations, court orders and other legal requirements. You understand and agree that where Voyageur Co-op provides you with web hosting and/or shell access services, Voyageur Co-op reserves the right to ensure that your web design and/or web site advertising are consistent with Voyageur Co-op's established advertising policies, and that you comply with the requirements, terms and conditions of Voyageur Co-op's provider of security and/or public certification services forming part of Voyageur Co-op's web hosting and/or shell access services. While it is your responsibility to regulate and control content on your web site, if Voyageur Co-op hosts your site, Voyageur Co-op may suspend or delete your web site or any content therein without consent, notice or liability and shall have the right to refuse to place or publish the design, and/or to suspend or cancel the web hosting and/or shell access services, as the case may be, if Voyageur Co-op is ordered to do so by a court of competent jurisdiction, or if Voyageur Co-op, in its sole discretion, determines that:

(a) your design, web site advertising or any content therein is illegal, false or misleading;

(b) you are engaging in unethical business practices as may be evidenced by complaints received by Voyageur Co-op. from the public or public agencies;

(c) you fail to comply with the requirements, terms and conditions of Voyageur Co-op's provider of security and/or public certification services forming part of Voyageur Co-op's web hosting and/or shell access services;

(d) you have violated or are in violation of these Terms and Conditions; or

(e) you are indebted to Voyageur Co-op for any amount. In addition, if Voyageur Co-op determines that it is appropriate, Voyageur Co-op may either

(i) issue a warning to you;

(ii) suspend your access to some or all of the Services; or

(iii) terminate the Services.

7. NO LIABILITY FOR THE OPERATION OF THE INTERNET OR FOR INTERNET CONTENT. You understand that Voyageur Co-op does not operate, control or endorse any information, product or service on the Internet in any way. No representation is made or implied as to the privacy of any information on or passing through Voyageur Communications Co-op's network. In addition, you are aware that some content, products or services available with or through Services may be offensive to you, may not comply with applicable laws or may cause damage to your computer or network and/or the data, programs or files stored thereon. You understand and agree that neither Voyageur Co-op nor any of its affiliates are under any obligation to censor or monitor any content available on the Internet and Voyageur Co-op and its affiliates assume no liability whatsoever for any claims or losses arising from or otherwise related to access or use of such content. You assume total responsibility and risk for access to or use of such content and for use of the Internet by you or anyone using your User ID and password.

8. TITLE TO EQUIPMENT AND ADDRESSES. Voyageur Co-op will warrant the CPE for the period of ONE YEAR. If the equipment is modified, tampered with it will be considered a breach of contract and subject to disconnection. In addition, you acknowledge and agree that Voyageur Co-op owns, and you have no property rights in, all addresses provided to you, specifically static and dynamic IP addresses, e-mail addresses and sub domain web page addresses. Voyageur Co-op may modify or change such addresses at any point in time and shall in no way be required to compensate you for such changes.

9. DAMAGE. If you have not purchased the CPE: In the case of damage to, or loss, theft or destruction of, the Equipment, Voyageur Co-op shall have the right to require you to pay the cost of restoring the Equipment to its original condition or of replacing it. If you have purchased the CPE: all costs remain with the client.

10. INSTALLATION AND REPAIR. If required, you shall provide access to the Service Address to Voyageur Co-op or its agent, at a mutually agreeable time, for the purposes of installing, monitoring, modifying and upgrading the Equipment so as to facilitate the provision of the Services.

Voyageur Co-op does not warrant that the operation of the Equipment will be uninterrupted or error-free. For Customers on high speed or dedicated Internet plans, however most service is done through transparent upgrades that may result in a reload of the device. Voyageur Co-op will make every effort to notify users 1 week in advance via email of any upcoming upgrade to the equipment. Voyageur Co-op will maintain the Equipment in good repair throughout the Term of this Agreement in accordance with its normal schedules and practices for remedial maintenance and will respond on a best efforts basis to your request for repair between 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding any Voyageur Co-op observed holidays. Voyageur Co-op observes all Statutory Holidays in Manitoba as well as Remembrance Day and Boxing Day. Should you request, and Voyageur Co-op. agree, to perform any repair outside of Voyageur Communications Co-op's normal maintenance schedules, such repairs will be performed by Voyageur Co-op at your expense at prevailing rates for labour, travel and overtime. You acknowledge that Voyageur Communications Co-op's ability to maintain the Equipment is dependent upon Voyageur Co-op's sources of supply. In the event of inability to obtain replacement parts, or in the event the Equipment is no longer serviceable due to excessive wear, deterioration, technological obsolescence or by reason of any circumstance beyond the control of Voyageur Co-op, you will be given thirty (30) days advance notice, whereupon Voyageur Co-op shall be entitled to replace the Equipment with a functional equivalent.

Voyageur Co-op’s obligations hereunder do not extend to any relocation, maintenance, repairs, rearrangements, alterations, modifications, or adjustments which may be required, that are due to, resulting from, or related in any way to:

(a) damage, misuse or failure on your part to maintain adequate electrical power, air conditioning, temperature, humidity levels or a suitable operating environment for the Equipment; or

(b) the attachment, interconnection or use of the Equipment with accessories, equipment or services not provided or maintained by Voyageur Co-op;

(c) storms, lightening damage, floods, inclement weather or other Act of God beyond the control of Voyageur Co-op; or

(d) vandalism; or

(e) long-term wear and tear of Equipment that is outdoor equipment; or

(f) interference from other competing wireless radio systems or radio interference in general; or

(g) interference with, changes in or obstruction of line-of-sight requirements of Voyageur Co-op, such as by foliage growth or building construction;

or any other cause that is external to the Equipment. Any maintenance or repairs performed by Voyageur Co-op due to any of the foregoing shall be at your expense at Voyageur Co-op's prevailing rates and terms. You shall not change the normal operating environment of the Equipment without obtaining prior authorization from Voyageur Co-op. You shall provide Voyageur Co-op with obstacle-free and unobstructed access to the Equipment at all times.

11. SAFETY. Voyageur Co-op shall comply with your on-site safety requirements where applicable. Any protective clothing or special equipment required as a result of your requirements shall be provided by you at no cost to Voyageur Co-op. Voyageur Co-op reserves the right to refuse to commence or continue any work which, in its opinion, would have to be done in hazardous conditions. Voyageur Co-op shall not be responsible in any way to you for any refusal to work in or adjacent to hazardous conditions.

12. SOFTWARE AND DOCUMENTATION SUPPLIED. Any software or documentation supplied by Voyageur Co-op, its agents or its business partners to you to permit you to access and/or use the Internet and/or the Services shall remain your property. You shall take appropriate steps to protect same against loss or damage. The use by you of any such software and documentation shall be subject to such terms set out in any agreement included with the software and documentation, including but not limited to any applicable license agreement.

13. SUSPENSION AND TERMINATION. Voyageur Co-op may suspend your access to some or all of the Services or terminate the Services without notice and without incurring any liability if:

(a) you default in the payment of the Charges or any other amount due to Voyageur Co-op, and such default continues for a period of three (3) days after written or electronic notice to you;

(b) you fail to carry out or perform any covenants, undertakings or obligations imposed on you by these Terms and Conditions, as determined by Voyageur Co-op in its sole and absolute discretion;

(c) you make an assignment for the benefit of creditors or take any other action for the benefit of creditors, become bankrupt or insolvent, or take the benefit of, or become subject to, any legislation in force relating to bankruptcy or insolvency;

(d) Voyageur Co-op's equipment or facilities are destroyed or so substantially damaged by fire or other catastrophe that it is impracticable to continue to provide some or all of the Services; or

(e) the operation or efficiency of the Services are impaired or affected by your use of the Services, as determined by Voyageur Co-op in its sole and absolute discretion.
During any suspension period, email sent to any email accounts forming part of the Services will be rejected and senders will receive an undeliverable message. Email already delivered will remain in your mailbox but you will be unable to access it unless the suspension is lifted. If your account is terminated, you understand and agree that the contents of all email boxes forming part of the Services will be deleted and you authorize Voyageur Co-op to delete any messages, files, programs and data associated with your account upon termination. You may terminate all or any part of the Services provided to you upon providing thirty (30) days prior written notice to Voyageur Co-op, a termination charge equal to one-half (1/2) of the Charges for the Services being terminated multiplied by the number of months remaining in the Term as at the date of termination. Termination of the Services shall not relieve you from any liability; including amounts owing to Voyageur Co-op., accrued prior to or at the time that such termination becomes effective.

14. ACCESS AND MONITORING. Voyageur Co-op may limit in any way, or refuse, all or part of your access to the Services without notice or liability if there is a breach or suspected breach of these Terms and Conditions or of Voyageur Co-op's Service Policies or where Voyageur Co-op deems such limit or refusal may be advisable to protect itself, its customer's or its network. Without restricting the generality of this discretion, Voyageur Co-op may limit the amount of data transfer you are permitted or the hours you are able to access the Services in any manner with any account type or Internet plan, and may limit the amount of storage and memory available to you. Voyageur Co-op is not obligated to, but may monitor your use of the Services electronically from time to time, and may use and disclose any information obtained from such monitoring as necessary to identify violations of or enforce these Terms and Conditions or Voyageur Co-op's Service Policies, to satisfy any law, regulation or other governmental request, to operate or improve the Services, to protect itself, /or its customers or its network.

15. INFORMATION. You hereby acknowledge that Voyageur Co-op may retain, use and disclose any information, comments or ideas conveyed by you relating to the Services (including any products and services made available on the Services). This information may be used by Voyageur Co-op. to provide you with better service, or to comply with any law, regulation, governmental request or court order.

16. NO WARRANTY. The repair and replacement provided for in section 10 represents Voyageur Co-op's entire liability and your exclusive remedy hereunder. Such repair and replacement is furnished in lieu of all warranties, express or implied, statutory or otherwise. You acknowledge that the Services may be subject to unscheduled and unannounced outages and breakdowns that may not be rectified promptly, and that the Services are provided "as is" and "as available" without warranties or conditions of any kind. Without limiting the generality of the foregoing, Voyageur Co-op does not guarantee or warrant that the Services, or any of them, will be error-free or uninterrupted, that the Services will perform in any particular manner, that any data or files sent by or to you will be transmitted in uncorrupted form or within a reasonable period of time, that such data or files will not be intercepted, that other Internet users will not gain access to any of your computer equipment or files, that any content or other material accessible using the Services is free from viruses or other harmful components or that you or any other users of the Services will not be exposed to, or affected by, computer or software viruses. Any warranties, representations or guarantees not specifically contained in these Terms and Conditions are expressly disclaimed by Voyageur Co-op, to the maximum extent allowed by law, as are any other warranties, representations or conditions of any nature whatsoever, either express or implied, including, without limitation, any warranty, representation or condition of fitness for a particular purpose or merchantable quality.

17. LIABILITY.

a) Voyageur Communications Co-op Ltd. shall not be liable for incidental, consequential, special or indirect damages arising from or in connection with the breach of any provision of this Agreement or any attached schedules, whether or not such damages were foreseeable or Voyageur Co-op Ltd was advised of the possibility of such damages. The aggregate liability of Voyageur Co-op Ltd. arising out of or in connection with this Agreement shall not exceed the Fees paid by Customer to Voyageur Co-op Ltd. If requested the customer will provide in favor of Voyageur Co-op Ltd. a waiver of subrogation from customers insurer. The limitation of liability set forth in this section shall not apply to claims of personal injury or property damage due to the sole negligence or willful misconduct of Voyageur Co-op Ltd. against whom the claim is made. Voyageur Co-op Ltd. is not liable for any degradation of service caused by capacity shortages or actions of a third party supplier involved in providing the Service to the customer.

b) In no event shall Voyageur Co-op Ltd. be liable for the use of Voyageur’s equipment, the transferred equipment or the Services by the Customer or any third party for unlawful or illegal purposes, or any purpose which is contrary to Voyageur Co-op’s terms of service or Acceptable use Policy, as amended from time to time.

c) The Customer hereby indemnifies and holds harmless Voyageur Communication Co-op Ltd. and its agents for any and all losses, damages, costs or expenses (including legal fees) resulting from any allegation, claim or action by a third party arising out of or relating to the use of Voyageur Co-op's equipment, the transferred equipment or the Services by the Customer or any third party, for unlawful or illegal purposes or any purpose which is contrary to Voyageur Co-op's terms of service or Acceptable use Policy, as amended from time to time or for any breach of this agreement by the Customer.

d) Voyageur Co-op Ltd. makes no representations, warranties, conditions or guarantees as to merchantability, fitness for particular purposes or any other representations, warranties, conditions or guarantees regarding the Services, Voyageur Co-op ltd. equipment or the transferred equipment, whether express or implied, in law or in fact, or in writing, except as expressly stated in the customer Service level agreement. The Customer acknowledges that it has not relied upon any representation, warranty, condition or guarantee made by Voyageur Communications Co-op Ltd.

e) Without limiting the generality of Section 17(d), Voyageur Communications Co-op Ltd. does not represent, warrant, covenant or guarantee that transmissions generated by the Customer in the course of using Voyageur Co-op Ltd. equipment, the transferred equipment or the services cannot and will not be received or intercepted by persons other than the intended recipients.

18. INDEMNITY. You shall ensure that you and all persons accessing the Services with your User ID and password comply with these Terms and Conditions. As between you and Voyageur Co-op, you are better able to put in place physical and procedural impediments to the inappropriate use of and to supervise use of your User IDs and passwords. Protection of your User IDs and passwords shall be your responsibility. You shall be solely responsible and liable for, and shall indemnify and hold harmless Voyageur Co-op and its officers, directors, employees, agents and contractors, from and against all losses, damages, expense and costs, including reasonable attorney's fees, sustained by reason of the breach of any covenant, term or condition herein whether by you or by any person accessing the Services with your User ID and password, including, without limitation, all losses, damages, expenses and costs incurred by Voyageur Co-op in attempting to enforce any provision herein, or in recovering any charges or any damages for breach of any covenant, term or condition herein. You also agree to indemnify and save harmless Voyageur Co-op from and against all claims, demands, suits, damages, causes of action or liabilities arising out of the provision by Voyageur Co-op of the web hosting services, including, but not limited to, claims of infringement of an intellectual property right. All remedies conferred upon Voyageur Co-op shall be deemed to be cumulative and no one is exclusive of the other, or any other remedy conferred by law.

19. NOTICES. Any and all notices under these Terms and Conditions, including, without limitation, any Confirmation Schedules, shall be sufficiently given if personally served or sent by mail or e-mail and sent or addressed to you at your address specified for billing purposes and to Voyageur Co-op Ltd. at 181 Central Ave Ste. Anne MB R5H 1G3 any such notices, if delivered personally, shall be deemed to have been received the same day; if sent by mail, shall be deemed to have been received three (3) business days after the date of mailing; or if sent by email, shall be deemed to have been received on the next business day following the date of transmission.

20. PRIVACY. You hereby give consent to Voyageur Co-op to collect, use or disclose personal information to meet legal and regulatory requirements. The privacy act states that Voyageur Co-op divulge what type of information it keeps on its clients and for what purpose. Voyageur Co-op Ltd. keeps names, addresses, phone, bank account numbers and emails for the location of the service and billing. Computer MAC addresses to identify users on the systems.

21. DISCRETION. Any discretion, option, decision, or opinion by Voyageur Co-op shall be sufficiently exercised or formed if exercised or formed by or subsequently ratified by Voyageur Co-op's system administrator or any other person or persons designated by Voyageur Co-op's directors.

22. REGULATION. Should any competent regulatory authority determine that the Services must be regulated, then in such case, the parties shall observe the terms and conditions imposed by the regulatory authority, including any change to the Charges. If, as a result of regulation, the Charges must be increased, you may terminate the Services without penalty, upon giving 30 days notice of termination to Voyageur Co-op prior to the date upon which the price increase becomes effective.

23. ELECTRONIC NATURE OF TERMS AND CONDITIONS. By using the Services you are expressly consenting to these Terms and Conditions being binding upon you without the need for a signature by either you or Voyageur Co-op. 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 Voyageur Co-op.

24. AMENDMENT. Voyageur Co-op may amend these Terms and Conditions at any time.

25. GENERAL PROVISIONS. You shall not directly or indirectly assign your rights and obligations hereunder to any party except with the prior written consent of Voyageur Co-op. Voyageur Co-op may assign all or part of its rights and obligations hereunder without your consent. These Terms and Conditions shall be binding upon, and shall endure to the benefit of, you and your successors and permitted assigns and Voyageur Co-op and its successors and assigns. These Terms and Conditions shall be governed by, and interpreted in accordance with, the laws of Manitoba and the laws of Canada applicable therein. Voyageur Co-op shall not be responsible for the performance of, or deemed to be in default of, any obligation or provision of these Terms and Conditions where delayed or hindered by Force Majeure. Any provision of these Terms and Conditions that is unenforceable at law will be ineffective to the extent of such unenforceability without invalidating the remaining provisions of these Terms and Conditions. No failure by Voyageur Co-op to exercise any right under these Terms and Conditions or to insist upon full compliance by you with your obligations under these Terms and Conditions will constitute a waiver of any provision of these Terms and Conditions. These Terms and Conditions cancel, replace and supercede as of the Effective Date all existing agreements and understandings, written or oral, between the parties relating to the Services. The headings and sub-headings given to portions of these Terms and Conditions are intended for reference only and shall not affect the construction or interpretation of these Terms and Conditions.

26. GLOSSARY. The following is a glossary of terms used in these Terms and Conditions:

"Terms and Conditions" means these Terms and Conditions and any schedules hereto, as they may be amended from time to time by Voyageur Co-op.

"Content" means text, HTML code, JAVA code, images, audio clips, information, communications, software, pictures, video, graphics, music, sounds and other materials and services, regardless of its source.

"Customer" means the person who enters into these Terms and Conditions with Voyageur Co-op and who is ultimately responsible for all activities with respect to use of the Services.

"Force Majeure" means labour disruptions, casualties, civil disturbances, acts of civil or military authorities, accidents, fires, acts of God, Allah, or Buddha, alien invasion, massive solar discharge, comets and meteors, natural disasters or other catastrophes or events beyond Voyageur Co-op's control.

"Internet" means the world-wide network of computer networks that are connected to each other using specific protocols, which provide for file transfer, electronic mail, remote log in, data base access, and other services.

"Personal Information" means information about an identifiable individual including, but not limited to, name, physical address, e-mail address, birth date, gender and such other similar information as may be appropriate or required by specific circumstances. It does not include publicly available information or the name, title, business address or telephone number of an employee of an organization.

"Services" means any Internet related services offered by Voyageur Co-op to its customers. It includes but is not limited to, services provided for the purpose of (a) accessing the Internet; (b) sending and receiving electronic mail; (c) hosting personal and commercial web sites; (d) virtual private networks; (e) firewalls; and/or (f) collocation of customer equipment.

"You" and "your" means the person who subscribes for Services from Voyageur Co-op Services.

"CPE" means Customer Premise Equipment.

Voyageur Co-op Ltd.
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