



The International Centre Wireless Internet Access Agreement

The International Centre Wireless Internet Access Agreement (the “Agreement”) sets out the terms under which The International Centre Authority (the “Authority”) offers its wireless Internet access service at The International Centre (the “Service”) to you. The Service is offered to you conditioned on your acceptance of the terms of this Agreement. Please read all of the terms of the following Agreement.

BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND ARE CONSENTING TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT.

If you do not agree to all of the terms of this Agreement, you must: (a) not use the Service; (b) immediately disconnect your hardware from the Authority’s wireless public network (the “Network”); and (c) not connect to the Network again until such time that you do agree to all of the terms of this Agreement.

1. Access to the Service

Subject to the terms of this Agreement, the Authority makes the Service available to visitors of The International Centre (the “Facility”) for personal use only. Your access to the Service is completely at the discretion of the Authority, and your access to the Service may be blocked, suspended or terminated at any time for any reason including non-compliance with this Agreement, actions that may lead to liability for the Authority or its staff, consultants and associated persons and organizations including affiliates, suppliers and service providers (each a “Representative”, and all collectively, “Representatives”), disruption of access to other users or networks, and violation of applicable laws or regulations. For certainty, you are not a Representative.

2. Use of the Service

The Authority has no obligation and accepts no obligation to monitor your use of the Service nor to edit or censor content transmitted (via e-mail, downloading, uploading, posting or otherwise) through the Service. Your access to the Service is conditioned on your legal and appropriate use of the Service.

3. Content

You are solely responsible for all content including information, images, photographs, illustrations, graphics, icons, articles, text, audio clips, and video clips (collectively, “Content”) that you post, email or otherwise transmit or access via this Service. The Authority does not control Content accessed, viewed, posted, emailed or otherwise transmitted or received via the Service, and does not guaranty the accuracy, integrity or quality of any Content. You understand and agree that by using the Internet, you may be exposed to Content that is offensive, indecent or a violation of individuals' or proprietary rights. You are solely responsible for using reasonable efforts to screen unwanted material. Under no circumstances will the Authority or any of its Representatives be liable for any Content accessed, viewed, posted, emailed or otherwise transmitted or received via the Service, regardless of where it originated.

4. Disclaimer

THE SERVICE IS UNSECURE AND YOU ASSUME THE SOLE AND COMPLETE RISK OF ALL COMMUNICATIONS, TRANSACTIONS AND OTHER ACTIVITIES CARRIED OUT VIA THE SERVICE. IN ADDITION, THE AUTHORITY DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, CONTENT OR SERVICES ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. THE AUTHORITY HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES, PRODUCTS, CONTENT AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET.

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE AUTHORITY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, GUARANTIES AND ASSURANCES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING DISCLAIMER, THE AUTHORITY DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR ITS FEATURES OR FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICE OR NETWORK OR SYSTEM THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT ANY CONTENT OR OTHER INFORMATION TRANSMITTED OR RECEIVED VIA THE SERVICE IS CORRECT, ACCURATE, RELIABLE, APPROPRIATE, GENUINE, SECURE OR SAFE. NO ADVICE OR INFORMATION GIVEN BY THE AUTHORITY OR ITS REPRESENTATIVES SHALL CREATE A REPRESENTATION, WARRANTY, GUARANTY OR ASSURANCE.

YOU EXPRESSLY ACKNOWLEDGE THAT THERE ARE SECURITY, PRIVACY AND CONFIDENTIALITY RISKS INHERENT IN WIRELESS COMMUNICATIONS AND TECHNOLOGY AND THE AUTHORITY DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, GUARANTIES OR ASSURANCES RELATING TO SUCH RISKS.

5. Maintenance, Modification and Discontinuance of Service

The Authority reserves the right, for any reason, in its sole discretion, to terminate, change or suspend any aspect of the Service, including features or hours or rate of availability. The Authority may impose limits on all or certain features of the Service or restrict your access to part or all of the Service without notice or liability. You acknowledge and agree that the Service may be unavailable or inoperative from time to time and at any time, including due to scheduled or unscheduled maintenance or modification or circumstances beyond the Authority's control. The Authority reserves the right to modify or discontinue, temporarily or permanently, all or any part of the Service, with or without notice.

6. Network Security

Violations or abuses of system or network security of the Service are prohibited, and may subject you to criminal or civil liability. The Authority reserves the right to investigate potential security violations, and may notify applicable law enforcement agencies if violations are suspected. You must not interfere or attempt to interfere with the security of the Service or the system resources of the Service. You must not circumvent or attempt to circumvent the authentication procedures or security of the Service or any host, network, network component, or account to access data, accounts, or systems that you are not expressly permitted to access. You must not use or attempt to use another person's or entity's account, service, network or

system without authorization. You must not interfere or attempt to interfere with any other user, host, system, or network on the Internet unless expressly permitted to do so.

7. Supervision and Monitoring

The Authority has no obligation to monitor the Service or the Content access or transmitted by or to you. However, the Authority reserves the right to supervise any and all Service, Content and information communicated via the Authority's Network or any computer equipment or devices connected to the Authority's Network, where the Authority determines, in its sole discretion, it is reasonable to do so, including: to determine compliance with the terms of this Agreement and all current and future procedures, rules or guidelines established by the Authority; to satisfy laws, regulations, or governmental or legal requests; or to protect the Authority, its Representatives or users of the Service.

The Authority, at its sole discretion, may take any action it deems necessary to minimize liability for the Authority and its Representatives, including removing any Content or immediately terminating the Service to a user whose conduct fails to conform with the letter or spirit of this Agreement. The Authority reserves the right, in its sole discretion, to block any user's access to any Content, web site or web page.

8. Prohibited Uses

You agree to use the Service only for lawful purposes and not to allow others to use your connection to the Service for any unlawful purpose. Use of the Service for transmission, distribution, retrieval or storage of any information, data, or other material in violation of any applicable law, regulation, ordinance or other rule imposed by any governmental authority is prohibited. You also agree not to use the Service:

- in violation of this Agreement or other procedures, rules or guidelines that the Authority may establish from time to time;
- to use, transmit, or disseminate any materials that infringe or violate any third-party's copyright, trademark, trade secret, privacy, patent, or other proprietary or property right, or in a manner that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law or regulation;
- to transmit or disseminate harassing, libelous, abusive, threatening, obscene, defamatory, embarrassing, distressing, annoying, unlawful, tortious, harmful, pornographic, vulgar, racially or ethnically offensive, hateful, or otherwise objectionable materials or materials that are invasive of another's privacy;
- to transmit, disseminate, or upload viruses, worms, any software intended to damage or alter a computer system without the owner's consent, or any other harmful, disruptive, or destructive files or devices;
- in any way that generates excessive network traffic, adversely affects the ability of others to use the Service, or otherwise disrupts or interferes with the Service;
- to flood or disrupt any newsgroup, mailing list, chatroom, or similar forum;
- to transmit, disseminate, or relay advertising, chain letters, pyramid schemes, SPAM, junk mail, charity requests, petitions, or any other type of unsolicited emailing (whether commercial or informational) to persons or entities that have not agreed to be part of such mailings, or to harvest or collect information about another user for such purposes;
- to view or intercept email or any other electronic transmission not intended for you;
- to alter or forge any headers of email messages or any other electronic transmission, in part or whole, to conceal the email address, prevent others from responding to any message, or mislead or deceive others as to the identity of the sender of any message;

- to get, collect, or store password or account information, or other private information from another user without consent;
- to pretend to be someone else;
- in any way that harms or has the substantial likelihood of harming any minor;
- to reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose, any portion of the Service, or offer use of the Service or access to the Service;
- for high-volume or commercial purposes; or
- to post or send any fraudulent or misleading offers of products, items, or services.

9. Linked Sites

The Authority and its Representatives, whether or not affiliated with other web sites (“Linked Sites”) that may be linked to the Service or any Authority web site, shall not be responsible or liable for the content of Linked Sites. You access Linked Sites at your own risk. The Authority and its Representatives are not responsible or liable for the accuracy, copyright compliance, legality, decency or any other aspect of the content of Linked Sites.

10. Protection of Authority Property

You acknowledge and agree that the Service, the Network, the Authority’s various computers, software, communications devices and other components and equipment, and the Facility (collectively, the “Authority Property”) are the property of the Authority. You understand and acknowledge that the Service is provided via a shared network. In its sole discretion and with or without notice to you, the Authority reserves the right to take any action regarding any improper or other use of the Facility Property needed to prevent or minimize harm to the Facility Property or individuals located within the Facility or to prevent or minimize disruption or performance of any Facility Property for the Authority or for others.

11. Modification of Terms

The Authority may, in its sole discretion, modify the terms of this Agreement at any time without notice, and your renewed or continued use of the Service at any time thereafter shall mean your irrevocable acceptance of the Agreement as modified by the Authority.

12. Indemnity

You agree to defend, indemnify and hold harmless the Authority and its officers, directors, employees, agents, contractors, suppliers, service providers and affiliates from and against any and all claims, damages, demands, liabilities, losses, costs, expenses and causes of action, including reasonable attorneys’ fees and related expenses, due to or arising out of the use of the Service by you, any Content that you transmit or receive to or via the Service, your non-compliance with this Agreement, or your violation of any third party rights in relation to use of the Service, including infringement of any third party intellectual property rights.

The Authority reserves the right, subject to indemnification by you, to assume the exclusive defence and control of any matter initially subject to the defence, indemnification and hold harmless obligations by you hereunder and you shall not in any event settle any matter without the prior written consent of the Authority.

13. Limitation of Liability

IN NO EVENT WILL THE AUTHORITY OR ITS REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, UNAUTHORIZED ACCESS, DAMAGE OR THEFT OF YOUR SYSTEM OR DATA OR DAMAGE CAUSED TO EQUIPMENT, PROGRAMS OR DATA FROM ANY VIRUS OR OTHER HARMFUL

APPLICATION) ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, THE RESULTS OF USE OF THE SERVICE, ANY STORAGE MEDIA RELATED TO THE SERVICE, ANY SOFTWARE CONTAINED ON SUCH STORAGE MEDIA (INCLUDING THIRD-PARTY SOFTWARE), ANY WEB SITES LINKED TO THE SERVICE, THE CONTENT, MATERIALS OR INFORMATION CONTAINED AT ANY OR ALL SUCH SITES, OR THE CONTENT ANYWHERE ON THE INTERNET, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED (WHETHER CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY) AND EVEN IF THE AUTHORITY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY LOSS OR DAMAGE.

THE AUTHORITY'S TOTAL AGGREGATE LIABILITY AND THE TOTAL AGGREGATE LIABILITY OF THE AUTHORITY'S REPRESENTATIVES, ARISING FROM OR RELATING TO THIS AGREEMENT (REGARDLESS OF THE FORM OF ACTION OR CLAIM, e.g., CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY) IS LIMITED TO ONE DOLLAR (\$1) CANADIAN.

This Section 13 applies to all circumstances except for physical injuries to the extent caused by the Authority's negligence.

IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

14. Privacy

You agree to the conditions set out in the Authority's Privacy Policy (which is available from the Authority's web site from the following link: <http://www.internationalcentre.com/privacy-policy.html> as modified by the terms of this Agreement.

In addition to the extent personal information may be used, collected and disclosed under the Authority's Privacy Policy, you acknowledge and agree that the Authority may collect information from your computer, including personal information, to assist the Authority in evaluating, providing and modifying the Service. You agree that the Authority may provide information collected from your computer, including your personal information, to: (a) you; (b) a person who, in the Authority's reasonable judgment, is seeking the information as your agent; (c) an agent or representative retained by the Authority or to a public authority or agent of a public authority, in connection with the enforcement of the Authority's rights under this Agreement or in other administrative functions for the Authority, provided your personal information in such case is only used for that purpose; (d) a law enforcement agency whenever the Authority has reasonable grounds to believe that you have supplied us with false or misleading information or are otherwise involved in unlawful activities directed against the Authority, any of its Representatives, the Facility, the Authority Property, any of the Facility visitors, or any other person or entity; or (e) a public authority or agent of a public authority if, in the Authority's reasonable judgment, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information.

15. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario (without reference to its conflict of laws provisions), including the laws of Canada applicable therein. The Courts of Ontario shall have exclusive jurisdiction to entertain and determine all disputes and claims, whether for specific performance, injunction, declaration, damages or otherwise, both at law and in equity, arising out of or in any way relating to the Agreement including in connection with the Service. You hereby irrevocably attorn to and accept the jurisdiction of the Courts of Ontario for such purposes.

16. Assignment

This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of you and the Authority, as the case may be, and nothing herein shall restrict the ability of the Authority to transfer or assign its interests herein. You shall not assign, in whole or in part, any of rights under this Agreement without the prior written consent of the Authority, which may be withheld in the Authority's sole discretion.

17. Remedies

No remedy conferred upon or reserved in favour of the Authority under this Agreement will exclude any other remedy so conferred or reserved or existing at law or in equity but each will be cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity.

18. Entire Agreement

This Agreement constitutes the entire agreement between the Authority and you with respect to the subject matter herein and supersedes all previous communications, representations, warranties, understandings, and agreements, whether electronic, oral, written, or otherwise, between you and the Authority with respect to the subject matter herein.

19. Consent or Approval by the Authority

In any circumstances where the consent or approval of the Authority is required herein, or where the Authority is entitled to exercise discretion, the Authority shall, except to the extent (if any) expressly stated otherwise herein, be entitled to withhold such consent or to exercise such discretion in its sole discretion. The Authority shall not be required to give any reason for refusing to provide any consent or approval, nor shall the Authority be required to disclose the manner in which it exercised any discretion.

20. Waiver

No waiver or acquiescence by the Authority of any breach of this Agreement is valid except if given in writing. Any such waiver or acquiescence shall not constitute a consent to or waiver of or excuse for any other different or subsequent breach or act unless such waiver or consent is in writing.

21. Severability

If any covenant, obligation, agreement, term or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable the remainder of this Agreement, or the application of such covenant, obligation, agreement, term or condition to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement, term and condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law and the invalid or unenforceable covenant, obligation, agreement, term or condition (as the case may be) shall be modified so as to be enforced to the fullest extent permitted at law, with retroactive effect to the date of this Agreement.

22. Interpretation

You agree to the following interpretive terms in relation to this Agreement:

- words importing the singular number include the plural and vice versa and words importing gender include all genders in this Agreement;
- the words “include”, “includes” and “including” means “include”, “includes” or “including”, in each case, “without limitation”;
- reference to any statute or regulation or bylaw shall be deemed to be a reference to such statute or regulation or bylaw as amended, re-enacted or replaced from time to time;
- any rule of construction that any ambiguities are to be resolved against the Authority shall not be employed in the interpretation of this Agreement;
- the division of this Agreement into sections and headings is for convenient reference only, and shall affect neither the construction nor the interpretation of this Agreement; and
- the terms “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular part, section or other portion hereof and include any agreement supplemental hereto.

23. No Agency

No agency, partnership, joint venture or franchise relationship is implied, intended or created by this Agreement or the provision of the Service.