
SaskTel Internet Services Terms of Service

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General

1. This is a contract between you and SaskTel. It spells out the terms and conditions which apply to your use of any of SaskTel's Internet access service offerings provided by SaskTel (collectively known as the "Service") for the Service plan that you have selected. For the purposes of these Terms of Service any reference to the wireless version of the Service means SaskTel's wireless internet access offering and not the specific wireless capability or functionality within a single physical location that is a component of SaskTel's HomeNet feature offering. C

2. By opening a SaskTel Internet Services account under your name or by using any of the SaskTel Internet Services you are agreeing to be legally bound by and abide by the terms of this Agreement. If you do not agree to be bound by this Agreement, you may not subscribe for, access or use the Service. The software provided with the Service and its use is subject to license terms posted on SaskTel's web site or provided to you as amended from time to time. Use of SaskTel's web site is subject to terms posted on such web site from time to time. C
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3. You may stop using the Service at any time and terminate your account by:
 - a) contacting SaskTel through the toll-free number identified on the SaskTel web site and requesting account termination; *or*
 - b) sending an e-mail to SaskTel at the address identified on the SaskTel web site.

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SaskTel Internet Services Terms of Service - Continued**Termination**

1. SaskTel may suspend or restrict the Service or terminate this Agreement and the Service at any time if:
 - (i) the operation or efficiency of the Service is impaired by the use of your account; or
 - (ii) any amount is past due from you to SaskTel; or
 - (iii) there has been or is any breach of any term or condition of this Agreement.
2. SaskTel shall have no responsibility to notify any third party providers of services, merchandise or information of such termination or suspension. Any termination of this Agreement shall not relieve you from any amounts owing or other liability accruing hereunder prior to the time that such termination becomes effective.
3. Users of the Service will also be subject to *The SaskTel Internet Services Acceptable Use Policy*, which is located at www.sasktel.com and such other policies as SaskTel may adopt with respect to the Service and post at such web site from time to time during your use of the Service. C
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Amendments to this Agreement

1. SaskTel reserves the right to amend this Agreement at any time. SaskTel will publish this Agreement and any amendments on its web site at www.sasktel.com, or any replacement sites from time to time, before such amendments become effective. You are responsible for regularly reviewing the SaskTel web site to obtain timely notice of such amendments. If any amendment is unacceptable, you may cancel your SaskTel Internet Services account. If you do use your account after the effective date of the amendment, you will be conclusively deemed to have accepted the amendment. C
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Overview

1. The provisions of SaskTel's Non-Tariffed Products and Services Terms of Service apply to the Service.

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SaskTel Internet Services Terms of Service - *Continued***Service Limitations, Performance and Availability**

1. SaskTel offers a variety of Internet access speeds and service plans. All services are subject to the availability of suitable equipment and facilities and all services are not available at all locations.
2. You agree to pay such fees and charges, including applicable taxes, incurred in connection with the provision of and/or use of the Service through your account in accordance with the rates and terms established by SaskTel for the Service and as such rates and terms may be amended by SaskTel upon reasonable notice to you or which you are directed to review when using the Service.
3. SaskTel reserves the right to manage the system and network resources utilized by each subscriber and make whatever changes are necessary to ensure optimum performance for all of its customers.
- 4.1 It is your responsibility to ensure that your computer equipment, wireless access or any other device used to access and use the Service, and software meet the current minimum requirements specified by SaskTel as being necessary for access to the Service. From time to time, the equipment and/or software required to access the Service may change. Accordingly, your equipment and/or software may cease to be adequate to access the Service.
- 4.2 If you select the Self Install version of the Service and also have a monitored security system in the premises where you install the Self Install version of the Service or install a monitored security system after install of the Self Install version of the Service is completed by you, it is your sole responsibility to check and ensure that both before and after completion of installation by you of the Self Install version of the Service that your monitored security system is working properly and not affected by the Service. SaskTel offers no warranty, representation or guarantee of any kind that your monitored security system won't be affected by the Self Install version of the Service and will not be liable to you or any other person or party for any loss or claim for damages of any kind or nature to property or persons resulting from or attributable to, whether directly or indirectly, any effect that the Self Install version of the Service may have on the operation and functioning of your monitored security system.

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SaskTel Internet Services Terms of Service - *Continued*

Service Limitations, Performance and Availability - *Continued*

- 9. SaskTel may establish limits concerning use of the Service, including without limitation the maximum size of any e-mail message that may be sent from or received by a SaskTel Internet Services account, the maximum disk space that will be allotted on SaskTel servers on your behalf, the maximum amount of data that may be sent from or received by a SaskTel Internet Services account, and the maximum number of days that e-mail messages will be stored on SaskTel servers. Such limits shall be posted on SaskTel's web site or otherwise made available to you. You agree to comply with all such limits. Such limits may differ for different portions of SaskTel Internet Services and may be set at different levels for different users based upon factors that are determined at SaskTel's sole discretion. SaskTel reserves the right to change these limits at any time, in its sole discretion, with or without notice. You agree that exceeding such limits may result in suspension, restriction or termination of your account or the imposition of additional charges. F
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- 10. SaskTel reserves the right to delete any e-mail accounts provided with the Service that are inactive for a period of six months or more in order to maintain optimum performance of the Service. N
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- 11. SaskTel reserves the right to monitor e-mail messages and filter any e-mail messages that are determined by SaskTel or its suppliers, in their entire discretion, to be malicious in content, before they enter your Inbox, including computer viruses, Trojan horses, worms or any other destructive device such as malicious code designed to attack computers. SaskTel, and its suppliers, do not warrant, represent or guarantee in any way that the Service will prevent all virus threats from entering your systems and devices or that you will not be exposed to or affected by computer viruses and other malicious content. N
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SaskTel Internet Services Terms of Service - *Continued***Service Limitations, Performance and Availability** - *Continued*

12. SaskTel offers no warranty, representation or guarantee of any kind to any customer or subscriber of the Service regarding the performance or non-performance in any manner of the Internet or access thereto in terms of that portion of access being facilities of other persons or entities after the node or interface point particularized in the description of the Service (such access facilities being the CANet network backbone or any other such network providing access to the Internet; herein called the "Canadian backbone"). In particular SaskTel offers no representation, warranty or guarantee of any kind that during peak hours (8:00 a.m. to 11:30 p.m. Central Standard Time daily) that the Canadian backbone will be accessible or available by subscribers or customers of the Service. In no event will SaskTel be liable to any customer or subscriber of the Service for any claims or damages, whether based in contract, or in tort (including negligence) or based on any other theory of liability, arising out of directly or indirectly or related to the performance or non-performance of the Internet and/or the delay or inability for any reason, in being able to access the Canadian backbone. In no event will SaskTel be liable to a customer or subscriber of the Service for any indirect, consequential, special, incidental, punitive, exemplary or aggravated, or other similar damages of any kind, whether reasonably foreseeable by SaskTel or not, arising directly or indirectly in any manner from the performance or non-performance of the Internet and/or a delay or inability for any reason in being able to access the Canadian backbone or the Internet.

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13. SaskTel does not warrant, represent or guarantee in any way that users and customers of the Service, the Canadian backbone or the Internet will not be exposed to or affected by computer viruses, trojan horses, worms or any other destructive devices such as malicious code designed to attack computers. In no event shall SaskTel have any liability of any kind whatsoever to any user or customer of the Service, the Canadian backbone or the Internet for any claims of any kind or damages, whether direct or indirect, consequential, incidental, special, punitive, exemplary or aggravated, whether reasonably foreseeable by SaskTel or not, and whether based in tort, contract or any other theory of liability, in the event the user or customer is in any way exposed to or affected by a computer virus, trojan horse, worm or other malicious code, while using or from having used the Service, the Canadian backbone or the Internet.

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SaskTel Internet Services Terms of Service - *Continued***Service Limitations, Performance and Availability** - *Continued*

14. All use of the Service is at your own risk. You further acknowledge that: F
- a) the Service is provided on an "as is" and "as available" basis;
 - b) SaskTel does not represent or warrant that the Service will be uninterrupted or error free. The Service is provided on an "as is" basis without any warranty. All such warranties and conditions, express or implied are expressly disclaimed, including any warranty or condition or merchantability or fitness for a particular purpose;
 - c) neither SaskTel nor its suppliers are responsible or liable for loss, deletion or alteration of any transmissions or data, including without limitation, any e-mail messages, for any material or data sent or received or not sent or received, or for any transactions entered into through or using the Service, including without limitation, domain name registrations, renewals and transfers;
 - d) SaskTel is not responsible or liable for loss or damage to your equipment, software or data arising directly or indirectly out of installation or maintenance and support of the Service; and
 - e) your messages may be the subject of unauthorized third party interception and review. An individual with Internet access can cause damage, incur expenses and enter into contractual obligations while on the Internet. All such matters are your responsibility.
15. SaskTel in no way represents, warrants or guarantees nor offers any condition that the Service is secure or will not be breached. Any and all such representations, warranties or conditions are specifically disclaimed and SaskTel will not be liable to any customer or user of the Service or any third party for any claim, loss or damage of any kind whatsoever, whether direct or indirect, arising directly from the consequence or result that the Service does not provide a secure environment for users of the Service. F

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SaskTel Internet Services Terms of Service - *Continued***Service Limitations, Performance and Availability** - *Continued*

16. The fees charged by SaskTel reflect the allocation of risk herein and the limited recourse to SaskTel provided for in this Agreement. As the SaskTel Internet Services account holder, you are responsible for your account. You agree to comply with SaskTel's policies respecting the Service as provided from time to time including those to which you are directed when using the Service. You are solely responsible and liable for any and all activities that occur under your account, including without limitation, all activities of any sub-account holders. You are also responsible for maintaining the confidentiality of your account and all passwords related to your account. You agree to immediately notify SaskTel of any unauthorized use of your account or any passwords related to your account or of any other breach of security and to provide assistance to SaskTel, as requested, to stop and/or remedy any breach of security. SaskTel will not assume any responsibility for your acts or omissions or of any individual who uses your account. As between SaskTel and you, you are better able to put in place physical and procedural impediments to the inappropriate use of and to supervise your account. F
17. SaskTel will not be liable for any claims or damages, direct, indirect, incidental, special, consequential, punitive, exemplary or aggravated which includes but is not limited to, damages for loss of profits, business interruption, or loss of information or loss of data, arising from the use or inability to use the Service whether such claims or damages are based in tort including negligence or based upon any other theory of liability or cause of action and whether such claims or damages are foreseeable by SaskTel or not, arising directly or indirectly in any manner related to your use of the Service. F
18. The Service does not include basic access service to SaskTel's PSTN (public switched telephone network). D
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SaskTel Internet Services Terms of Service - *Continued***Service Limitations, Performance and Availability** - *Continued*

19. Offerings of the Service using dynamic IP addressing are intended for accessing and using the Internet as a basic surfing tool. Versions of the Service using DHCP (Dynamic Host Configuration Protocol) addressing is not intended to be used for server attachments such as FTP servers, e-mail servers, web servers, game servers, etc., nor is it intended to be used for remote access applications, local or wide area network extensions, or used with multi-line key telephone systems. F
20. Versions of the Service using static IP addressing are intended for server applications such as FTP servers, e-mail servers, web servers, game servers, remote access applications, X-windowing and e-commerce applications. It is not intended and shall not be used for local or wide area network extensions or with multi-line key telephone systems. F
21. SaskTel reserves the right to amend the above restrictions, and/or make any other alterations to the Service without prior notice to customers. SaskTel reserves the right to suspend or terminate a customer's Service if such Service is used contrary to the restrictions noted above with respect to dynamic and static IP addressing as the case may be. F
22. Except where otherwise specified by SaskTel, IP addresses and e-mail addresses assigned to you by SaskTel during the term of this Agreement remain the property of SaskTel at all times. F
23. Offerings of the Service using the gateway device supplied by SaskTel are not intended for or to be used in connection with commercial public internet access offerings such as a WiFi HotSpot. The gateway device supplied by SaskTel is intended solely for private commercial or residential use. SaskTel will not be liable to you or any other person or party for any loss or claim for damages of any kind or nature to property or persons resulting from incorrect or unauthorized use of the gateway device supplied by SaskTel with the Service. F

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SaskTel Internet Services Terms of Service - *Continued***Service Limitations, Performance and Availability** - *Continued*

24. Your use of the Service is subject to your compliance with *The SaskTel Internet Services Acceptable Use Policy* and other policies adopted by SaskTel from time to time as posted on SaskTel's web site at www.sasktel.com. Such policies are incorporated into and form part of this Agreement. Your continued use of the Service constitutes your knowledge of, and agreement to be bound by, such policies and changes thereto from time to time as posted on SaskTel's web site. F
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25. This Agreement, including any and all documents and SaskTel's policies referenced herein constitute the entire agreement between SaskTel and you pertaining to the subject matter hereof. SaskTel's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. D
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26. If any of the provisions contained in this Agreement are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions contained herein. Where any provision of this Agreement conflicts with an applicable tariff, the tariff shall supercede this Agreement only in respect of the conflicting provision. This Agreement shall be governed by and construed in accordance with the laws of the province of Saskatchewan and the federal laws of Canada applicable therein. F
27. SaskTel may assign or transfer its rights and obligations under this Agreement to any affiliated entity without your prior written consent. You may not assign or transfer this Agreement in whole or in part without SaskTel's prior consent. The parties have required that this Agreement and all documents relating thereto be drawn up in English. F
28. SaskTel will have no responsibility nor will it be liable to any user or customer of the Service for any claims of any kind or damages to the user's or customer's computer equipment or software, whether direct, indirect, consequential, incidental, special, punitive, exemplary or aggravated, and whether reasonably foreseeable by SaskTel or not, and whether based in tort, contract or any other theory of liability, resulting from or attributable to the user's or customer's reconfiguration of the service offerings, including without limitation, any firewall, resident in the customer premises device provided by SaskTel to the customer in conjunction with any High Speed or wireless offering of the Service, after such device has been provided to the customer. F

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SaskTel Internet Services Terms of Service - *Continued***Service Changes**

1. SaskTel reserves the right to change the Service plan features, e-mail addresses, minimum equipment and software requirements and any other aspect of the Service at any time, at SaskTel's sole and absolute discretion without any advance notice to you. SaskTel reserves the right to change the Service charges. SaskTel will provide you with thirty (30) days advance notice of changes to the charges for the Service. Such notice of changes to the Service charges may be provided by e-mail or other electronic means including the posting of a notice on SaskTel's web site.

SaskTel Equipment

1. You agree that SaskTel is not responsible for any damage to or loss of your data, equipment or software arising from installation or maintenance of the Service or from other services provided at your premises. SaskTel recommends that you back-up all existing computer files and any other data or content stored on the device you use to access the Service by copying them to a different storage device prior to the installation or maintenance of any SaskTel Internet Services equipment or software.
2. The High Speed modem or gateway device, the splitter and associated components provided with SaskTel High Speed versions of the Service are provided for your use as part of the Service and are at all times owned by SaskTel. You agree not to sell, transfer, lease, assign any interest in, or encumber all or any part of the SaskTel owned equipment. All equipment required for the wireless version of the Service is customer owned and provided.
3. You must provide a suitable location for the installation of any required modem or gateway device, and associated components to be used for access to the Service. The location must provide reasonable ventilation and protection from damage to, or theft or loss of, the required modem or gateway device and associated components.
4. You agree to return any SaskTel owned High Speed modem or gateway device, and associated components to a SaskTel approved depot within 10 days of termination of a SaskTel High Speed account, unless otherwise directed by SaskTel. If you do not return such equipment in accordance with the foregoing, if such equipment is returned damaged, or if you have assigned, encumbered, sold, transferred or leased such equipment, you agree to pay SaskTel's current applicable High Speed modem or gateway device loss charge, plus applicable taxes.

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SaskTel Internet Services Terms of Service - *Continued***SaskTel Equipment** - *Continued*

5. The Service may interrupt the functioning of some home or business security systems that use the same phone line(s) as the Service. You agree that SaskTel is not responsible for any such problems or interruptions of your security service or complications arising from any such problems. You are responsible for ensuring that your premises are appropriately wired to ensure proper functioning of any home or business security systems, prior to installation of the Service.

Support

1. a) The SaskTel Help Desk will provide telephone assistance on a reasonable efforts basis, via the telephone number and during the hours specified on the SaskTel web site. Assistance is limited to your problems using the SaskTel Internet Services and may exclude problems related to certain equipment and software, as specified by SaskTel, in its discretion. SaskTel cannot guarantee the resolution of any particular problem. C
- b) As a condition of providing such assistance you agree that SaskTel will have no responsibility or liability for any loss or damage of any kind that either you or your system should incur as a result of support assistance provided by SaskTel and its personnel, whether SaskTel employees or contracted agents. C
2. During the term of this Agreement, SaskTel will provide on-site support for all SaskTel owned equipment (including, at SaskTel's option, repair or replacement of equipment that is defective in material or workmanship). Extra service charges may apply if the resolution of the problem was determined to be the customer's responsibility.
3. SaskTel will not be responsible for the networking of personal computers or any other devices by the Customer whether such networking is done by the Customer using a SaskTel provided gateway device or modem. Where the Customer has a gateway device provided by SaskTel, SaskTel's support shall be limited to SaskTel using reasonable efforts to assist the Customer with general trouble shooting efforts with respect to networking issues. Such trouble shooting efforts by SaskTel may consist of simply referring the Customer to an authorized dealer for assistance. If the Customer chooses to seek such dealer assistance for networking issues, such assistance will be subject to the dealer's then current applicable charges which will be the Customer's sole responsibility. C

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SaskTel Internet Services Terms of Service - *Continued***Support** - *Continued*

4. SaskTel in no way guarantees, makes any representation about, or supports the various applications you may use in conjunction with the Service. The SaskTel Help Desk will support on a commercially reasonable efforts basis Netscape Navigator, Netscape Messenger, Microsoft Internet Explorer, and Microsoft Outlook Express.
5. SaskTel representatives may request information about you, your location, account and computer configuration for the purpose of providing end user support. Should you refuse to provide this information, SaskTel reserves the right to deny further support assistance to you.
6.
 - a) The Service may include software that enables SaskTel to monitor overall network quality to more closely manage network capacity and volume. Additionally, such software notifies SaskTel of any connectivity issues and helps SaskTel make necessary adjustments.
 - b) This software contains code designed to collect connection performance information from you for use by SaskTel. Such information includes, but may not be limited to, information about your operating system, modem or gateway device, the POP number dialed, IP address, account identification, connection and error code information. By using the Service you accept the terms of the License Agreement that applies to that software. By using the Service you consent to the collection and use by SaskTel of information we gather via the software.
 - c) In the event of a connection failure, SaskTel's or its supplier will gather information about the problem and save a log of it. This means that if you need to phone our support staff for advice, they will be able to ask you for your log about your modem or gateway device, computer set-up and what went wrong so your problem can be addressed.

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SaskTel Internet Services Terms of Service - *Continued***Support** - *Continued*

7. SaskTel endeavors to post on and keep current on its web site a list of the software applications that SaskTel supports in conjunction with support of the Service. SaskTel reserves the right to change the software applications it supports in conjunction with support of the Service without any prior notice to you. C
8. SaskTel reserves the right to deny support based on abuse to SaskTel personnel, verbally or otherwise. SaskTel can not be held in any way liable for any damage, caused indirectly or directly as a result of denying support on such basis.

Content

1. The Service provides access to content, information and materials that are uncensored. You acknowledge that some of the content, information and material that is available through the SaskTel Internet Services and the Internet may be inaccurate, offensive, harmful or in violation of applicable laws or unacceptable to you. SaskTel recommends that an adult supervise minors using the Service. Although the Service can, at your choice, include a parental controls feature that can restrict or limit access to content on the internet and the world wide web, SaskTel makes no representation, promise, or guarantee of any kind as to the effectiveness of such parental controls feature or that your use of such feature will produce any particular result including your desired result. F
2. SaskTel is not responsible or liable for any act or omission of any third party, including but not limited to, any threatening, defamatory, obscene, offensive or illegal conduct or any infringement of another's rights, including without limitation, intellectual property rights.
3. Neither SaskTel nor its suppliers are responsible for any content that is transmitted through the networks of SaskTel or others, or that is sent, received or accessed using the Service, by you or any third party. You understand that neither SaskTel nor any of its affiliates attempt to censor or monitor the Internet or its content. You assume total responsibility and risk of access to or use of content that is available through or with the Service and for use of the Service.

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SaskTel Internet Services Terms of Service - *Continued***Junk Mail Filtering Service Terms and Conditions**

USE OF THE JUNK MAIL FILTERING SERVICE (THE "SERVICE") IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS (herein "the Agreement" or "this Agreement").

You can also view this Agreement at www.sasktel.com.

1. SaskTel will provide a service that will detect and filter e-mail messages that are determined by SaskTel ("Your Service Provider") or its suppliers, (collectively referred to as "Service Provider(s)"), in their entire discretion, to be junk e-mail, before they enter your Inbox. Any intercepted junk e-mail messages will not appear in your Inbox; however, you will be able to access such messages for up to 14 days in your 'Message Center'. The most obvious spam, called 'Subleniant Spam', will be automatically deleted and these messages will not appear in your Message Center. C

2. Messages held in your Message Center for over 14 days will be automatically and permanently deleted. Should you choose to retain a specific message for a longer period of time, you must forward the message to your Inbox. After you deliver legitimate e-mail messages to your inbox, messages are moved to the 'Delivered' folder in your Message Center. Once junk e-mail has been deleted in your Message Center, messages are moved to the 'Trash' folder. All e-mail messages in the 'Delivered' and 'Trash' folders will be permanently deleted after 3 days. C
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3. Within the Message Center you have the ability to turn the Junk Email filter on or off. **Note:** Subleniant Spam will not continue to be blocked if the Junk Email filter is off or a known spam address is placed in the 'Approved Senders' list. Filtering provides the ability to adjust the Spam Filters from lenient to aggressive. You will be able to add e-mail addresses to the 'Approved Senders' list, thus allowing those senders to bypass the filters. The Approved Senders list will override Subleniant Spam blocking to ensure that messages can be configured to not be deleted in this way. Finally, there is a Blocked Senders list available to block messages from mailing lists and other senders.

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SaskTel Internet Services Terms of Service - *Continued*

Junk Mail Filtering Service Terms and Conditions - *Continued*

4. You understand and agree SaskTel and its third party suppliers of the Service may disclose the contents of spam e-mail messages to third parties for use in identifying, blocking and filtering further unsolicited e-mail and for the purpose of the improving the Service that is being provided to you.
5. You agree to waive, and will not assert, any claims against the Service Providers in connection with your access to or use of this Service, including without limitation any claims based upon the deletion, misdirection or delay of your e-mail and loss of, damage to, your records or data. Due to the volatile nature of the internet and its offerings, the accuracy of the performance of the Service is not guaranteed by the Service Providers. The Service Providers disclaim all representations and warranties with regard to the Service, including all implied warranties of merchantability and fitness for a particular purpose and any and all warranties with regards to the results to be achieved from use of the Service. If you view use of the Service as less effective than expected, your sole and exclusive remedy shall be to terminate the Service. You understand that the Service is provided to you solely on an “as is” basis, without any representation, warranty or conditions of any kind or nature by the Service Providers.
6. You may not resell, pass-through, rent, lease, timeshare or brand the Service or otherwise provide the Service to any party which is not contractually authorized by SaskTel to receive the Service. N
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7. You may not use the Service in a manner not authorized, including use of any features that filter electronic messages for users where the required account for such users has not been properly established. N
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SaskTel Internet Services Terms of Service - Continued**Junk Mail Filtering Service Terms and Conditions – Continued**

8. YOU ASSUME THE ENTIRE COST OF ANY DAMAGE, LOSSES, OR EXPENSE RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, INCLUDING DELETING OF ANY E-MAIL MESSAGES. SOFTWARE IS INHERENTLY COMPLEX AND MAY NOT BE COMPLETELY FREE OF ERRORS. IN NO EVENT SHALL THE SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF SALES, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THIRD PARTY CLAIMS), ARISING OUT OF ACCESS TO OR USE OF THE SERVICE OR THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, DELETION OF ANY E-MAIL MESSAGE OR FOR ANY OTHER REASON, EVEN IF THE SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE SERVICE PROVIDERS' TOTAL LIABILITY, IF ANY, TO YOU FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE PROVISION OF THE SERVICE EXCEED THE AMOUNT YOU HAVE PAID TO SASKTEL IN THE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO LIABILITY ON THE PART OF THE SERVICE PROVIDERS FOR YOUR INTERNET ACCESS SERVICE OR YOUR EMESSAGING SERVICE OF WHICH THE SERVICE PROVIDED PURSUANT TO THIS AGREEMENT FORMS A PART OR IS A FEATURE. F F F
9. All intellectual property rights in the Service and other documentation, are owned by the Service Providers, or their suppliers, and are protected by applicable copyright laws. The Service Providers and their suppliers retain any and all rights not expressly granted. F
10. In the event any provision of this Agreement being held for any reason to be illegal, void or otherwise unenforceable by a court of competent jurisdiction, then such provision shall be treated as severed from this Agreement and shall not affect the validity or enforceability of any other provision of this Agreement or of the remainder of this Agreement as a whole. F
11. This Agreement is in all respects subject to and governed by the law of the province of Saskatchewan, Canada and the laws of Canada applicable therein. F

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