

**SaskTel Wi-Fi Network**

**Description**

SaskTel’s Wi-Fi network (SaskTel selectWI-FI) allows SaskTel wireless customers to be automatically authenticated and connected to SaskTel’s secure Wi-Fi network via their SaskTel SIM based wireless device. When a SaskTel customer enters an area where SaskTel selectWI-FI is available, the customer’s SIM equipped Wi-Fi enabled device is automatically recognized by the network and connected with no intervention on the customer’s part. The only step the customer must take is to ensure the Wi-Fi functionality on their device is enabled. The network will also allow SaskTel Internet, *maxTV* and wireless customers to register non-SIM devices to be automatically authenticated and connected to SaskTel selectWI-FI. Wi-Fi devices that do not have a SIM card must be registered onto the network once.

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**Users Terms and Conditions**

By using the service, you accept the following terms and conditions:

1. Wireless communications by their nature are not guaranteed to be secure. You assume full responsibility for taking any necessary precautions when transmitting sensitive or personal data over the Internet.
2. You assume full responsibility for your usage of the service, understanding that there are privacy and security risks inherent in use of the service.
3. You will not use the service for any illegal, threatening, abusive or defamatory activities.
4. Use of the service to access content determined by SaskTel to be objectionable or inappropriate including but not limited to, websites promoting pornography, discrimination, hate and racism may be blocked, filtered or restricted at any time.
5. Excessive consumption of bandwidth, the use of programs that may negatively impact other users of the service, or any other use deemed by SaskTel to be inappropriate are prohibited and may subject you to being banned from use of the service.
6. SaskTel provides the service without any warranties, express or implied, statutory or otherwise, including warranties of quality, availability or security.

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**SaskTel Wi-Fi Network – Continued**

**Users Terms and Conditions – Continued**

7. You agree that neither SaskTel nor other users of the service have any liability to you or any other person for loss or damage of any kind whatsoever arising out of your use of the service. You agree to indemnify SaskTel for any claims, loss or injury caused to it or any other person because of your use of the service.
8. SaskTel reserves the right to monitor all devices used in conjunction with the service to maintain the integrity and functionality of the service.

**Host Terms and Conditions**

Hosts are owners or managers of the locations where SaskTel selectWI-FI equipment is located. Hosts accept the following terms and conditions:

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| 1. SaskTel will install SaskTel selectWI-FI equipment on the premise provided by the Host.   | C                    |
| 2. The Host grants to SaskTel at no cost to SaskTel and/or its designated representative(s) a non-exclusive right to license for up to a term of 5 years (which term will continue on a month to month basis thereafter, with either the Host or SaskTel being able to terminate this licence on one months notice to the other), to install and maintain and remove the equipment (the equipment) required to support SaskTel’s SaskTel selectWI-FI service (including equipment that provides Wi-Fi and wireless access from the same device). | C<br>C<br> <br> <br> |
| 3. The license shall commence on the date the equipment is installed and shall continue for so long as the equipment remains installed on the Host’s premises.   |                      |
| 4. SaskTel may use, construct, install, test, operate, maintain, repair, service, upgrade, modify, remove, and replace equipment on the premises.  | F                    |
| 5. SaskTel shall enter the premises only with the prior consent of the Host and only for the purposes of providing or maintaining the SaskTel services delivered using the equipment.  | F                    |
| 6. Nothing in this agreement limits SaskTel’s ability to change, alter or replace the equipment with new and/or different equipment necessary to provide the SaskTel services.   | F<br>                |

**SaskTel Wi-Fi Network – Continued**

**Host Terms and Conditions – Continued**

- 7. SaskTel shall, at its own cost;
  - (i) ensure that all equipment is installed in accordance with all relevant fire and building code requirements in force at the time of installation, and
  - (ii) be responsible for the provision, installation, maintenance, and repair of the equipment installed by SaskTel during the Term.
  
- 8. The equipment will remain the property of SaskTel at all times and will not become a fixture despite any legal principle to the contrary. The Host agrees that it has no legal or equitable ownership interest in the equipment, shall not make any claim to the contrary and will not alter the equipment or its location without consent of SaskTel.
  
- 9. All equipment will be installed, maintained, and removed at the sole expense and risk of SaskTel. SaskTel agrees to repair any damage to the premises and any components or systems in it or serving it that are caused or contributed to by the installation, maintenance, or removal of the equipment.
  
- 10. SaskTel will be liable for and indemnifies and saves harmless the Host, from and against any and all losses, suits, actions, causes of action, proceedings, damages, costs, claims and expenses (collectively, the “losses”) arising from physical damage to any tangible property or bodily injury, including death, to any person caused by or arising out of any negligent act or omission or wilful misconduct of SaskTel relating to SaskTel’s placement of the equipment on the premises and the use and occupation of the premises to that extent. SaskTel will not be required to indemnify the Host to the extent any such losses are caused by a negligent or wilful act or omission of any of the licensor. In no event will SaskTel be liable for or indemnify and save harmless the Host from and against any indirect, special, incidental, or consequential damages, including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.
  
- 11. Where it is determined that the equipment or its functioning is causing damage to the Host or its property or interests, the Host may require SaskTel to remove, disable, or modify its functioning to the extent it is no longer causing such damage. If SaskTel is unable to remove, disable, or modify the equipment or it’s functioning, the Host shall be entitled to effect immediate removal, disablement, or modification, whichever is the least intrusive measure in the circumstances.

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**SaskTel Wi-Fi Network** – *Continued***Host Terms and Conditions** – *Continued*

12. The Host shall be entitled to terminate the license in the event of any breach of the license by SaskTel that is not remedied within 30 days of written notice to SaskTel. SaskTel shall be entitled to terminate the license upon 30 days written notice to the Host in the event that the premises should become unsuitable for the purposes of housing the equipment for the delivery of the SaskTel services.

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13. Notices shall be delivered to the Host at the premises and to SaskTel care of the office of its Vice President Corporate Counsel and Regulatory Affairs.

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*End*

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