

## Term and Conditions

### Agreement between user and myaccount.knet.ca

Welcome to myaccount.knet.ca. The myaccount.knet.ca website (the "Site") is comprised of various web pages operated by K-Net Services ("K-Net"). K-Net MyAccount site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notice contained herein (the "Terms"). Your use of myaccount.knet.ca constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

### Myaccount.knet.ca is an E-Commerce Site

K-Net MyAccount allows you to transfer a balance of funds by using your debt card, credit card or K-Net Vouchers to your K-Net MyAccount. You can transfer any amount of funds to any K-Net Mobile phones that is registered to your K-Net MyAccount. You can also manage your K-Net Mobile phone's settings and features.

### Privacy

Your use of myaccount.knet.ca is subjected to K-Net's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### Electric Communications

Visiting myaccount.knet.ca or sending mails to K-Net constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### Your account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account and password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that K-Net is not responsible for third party access to your account that results from theft or misappropriation of your account K-Net and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

K-Net does not knowingly collect either online or offline, personal information for persons under the age of thirteen. If you are under 18, you may use myaccount.knet.ca only with permission of a parent or guardian.

### Cancellation/Refund Policy

You may cancel your account at any time. Any balance in the K-Net MyAccount will be transferred to the primary mobile phone and all mobile phones associated with the account will be released and pin numbers reset to default. Any balance in the account will not be refunded as money. Please contact use at servicedesk@lists.knet.ca with any questions.

### Links to third party sites/Third party services

Myaccount.knet.ca may contain links to other websites ("List Sites"). The Linked Sites are not under the control of K-Net and K-Net is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. K-Net is provided these links to you only as a convenience, and the inclusion of any link does not imply endorsement by K-Net of the site or any association with its operators.

Certain services made available via myaccount.knet.ca are delivered by third party sites and organizations. By using any product, service or functionality originating from the myaccount.knet.ca domain, you hereby acknowledge and consent that K-Net may share such information and data with any third party with whom K-Net has a contractual relationship to provide the requested product, services or functionality on behalf of myaccount.knet.ca users and customers.

### No unlawful or prohibited use/Intellectual Property

You are granted on non-exclusive, non-transferable, revocable license to access and use myaccount.knet.ca strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to K-Net that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with another party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

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## International Users

The Service is controlled, operated and administered by K-Net from our offices within Canada. If you access the Service from a location outside Canada, you are responsible for compliance with all local laws. You agree that that you will not use the K-Net Content accessed through myaccount.knet.ca in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

## Indemnification

You agree to indemnify, defend and hold harmless K-Net, its offices, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or violation of any applicable laws, rules or regulations, K-Net reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which you will fully cooperate with K-Net in asserting any available defenses.

## Liability disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. K-NET SERVICES AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL K-NET SERVICES AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE

OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE. WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY OR OTHERWISE, EVEN IF K-NET SERVICE OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOU ARE SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

## Termination/Access restriction

K-Net Services the right, in its sole discretion, to terminate your access to Site and the related services or any portion thereof at any time, without notice.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and K-Net as a result of this agreement or use of the Site. K-Net's performance if this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of K-Net's right to comply with government, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by K-Net with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and K-Net with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and K-Net with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

## Changes to Terms

K-Net reserves the right, in its sole discretion, to change the Terms under which myaccount.knet.ca is offered. The most current version of the Terms will supersede all previous versions. K-Net encourages you to periodically review the Terms to stay informed of our updates.

## Contact Information

K-Net Welcomes your questions or comments regarding the Terms;

K-Net Services

115 King Street, Box 1439

Sioux Lookout, Ontario P8T1B1

Email Address: [servicedesk@knet.ca](mailto:servicedesk@knet.ca)

Telephone Number:

(807) 737-1135

Effective as of November 01, 2015