

WiFi Terms and Conditions

**TERMS REGARDING ACCEPTABLE USE, SECURITY AND RISKS OF USE.
PLEASE READ CAREFULLY. THESE TERMS AND CONDITIONS IMPOSE
OBLIGATIONS AND RESTRICTIONS UPON YOU.**

1. General

The Pine Centre WiFi Service (offered on behalf of Pine Centre Mall, Pine Centre Holdings Inc., Morguard Investments Limited and Morguard REIT Prince George Investment Inc., is an Internet access service provided by Colony Networks Inc. which provides you with access to the Internet via wireless access points (each a "Hotspot") utilizing one or more of the 802.11a/b/g/n protocols commonly referred to as "Wi-Fi" (the "Service").

These "Terms and Conditions" between you, and Colony Networks Inc. set out duties and responsibilities associated with use of the Service. You are solely responsible for all access to and use of the Service including any breach of these Terms and Conditions by you or any user of your device. For the purposes of these Terms and Conditions, "you" means you and every person you authorize to use the Service. By accessing the Service, you agree to these Terms and Conditions. If you do not wish to be bound by these Terms and Conditions, you may not access or use the Service. Colony Networks Inc. may modify these Terms and Conditions at any time without your consent or authorization, including modification or termination of the Service, or any components thereof. Colony Networks Inc. will notify you of any changes to these Terms and Conditions by posting notice of the modified Terms and Conditions on the "Login" or "Intercept" page that is presented to you when you first access the Service from a "Hotspot".

You agree to periodically review the then-current Terms and Conditions in order to be aware of any modifications and your continued use of the Service shall be deemed to be your acceptance of the modified Terms and Conditions. If you do not agree to any modification of these Terms and Conditions, you agree that you will be unable to use the Service.

- 2. Indemnity** You agree to indemnify and hold Colony Networks Inc., its affiliates, agents and suppliers harmless from all liabilities and expenses related to any violation of these Terms and Conditions by you or any user of your device, or in connection with your or their use of the Service. While using the Service, you may not post, transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offence or give rise to civil liability, or otherwise use the Service in a manner which is contrary to law or to Colony Networks Inc.'s then-current policies or would serve to restrict or inhibit any other user from using or enjoying the Service or the Internet. Without limiting the foregoing, you agree not to use the Service for any commercial purpose not otherwise permitted by these Terms and Conditions.

3. Acceptable Use Policy You are responsible for your use of the Services. You shall not use or allow others to use the Service if such use:

- is for, or results in, any illegal, abusive, annoying or offensive activities, including making available offensive content, the commission or encouragement of a criminal offence, stalking, harassment, spamming, disrupting or interfering with the Internet, any network, computers, or other devices, transmission of a virus or other harmful component, defamation, intellectual property infringement, or interference with other clients' service;
- consumes excessive network capacity in Colony Networks Inc.'s reasonable opinion, or causes its network, or its ability to provide services to others, to be adversely affected;
- is for multi-media streaming, continuous data transmission or broadcasts, automatic data feeds, automated machine to machine connections or peer-to-peer (P2P) file sharing, voice over Internet protocol or any other application that is not made available to you by Colony Networks Inc. which uses excessive network capacity;
- is to provide a substitute or back-up for private lines or dedicated data connections such as DSL; or
- is to operate any server system (including email, web, or other kind of server).

You shall not threaten abuse or harass any Colony Networks Inc. employee or representative. You shall not (a) commit, attempt to commit, or allow others to commit or attempt to commit, any fraud against Colony Networks. Inc. including fraudulently obtaining Services, or (b) transform outbound communications into incoming communications or otherwise attempt to avoid applicable charges, or (c) otherwise abuse the Service or allow others to do any of the foregoing. You shall not resell, transfer, distribute, share or exploit for commercial purposes any Service. You must follow all other service and security regulations issued or adopted by Colony Networks Inc. Colony Networks Inc. reserves the right to limit or lockout your use should such use be in contravention of these Terms and Conditions. In addition, Colony Networks Inc., Pine Centre Holdings Inc., Prince George Investment Inc.,(collectively, "Pine Centre") each reserve the right to limit or restrict your usage or the speeds at which you receive the Service at their discretion.

4. Service Availability The Service is only available where Hotspot facilities exist. Colony Networks Inc. assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of the Service in your geographical area, in particular due to changes in the location and configuration of Hotspots. The Service will only be available to users for half hour increments, where users may re-enter by signing in again.

5. Performance Levels Colony Networks Inc. does not guarantee the performance of the Service. You understand that any content that you may access through the Service may be subject to network management in order to ensure that all users of the Services receive reasonable access to the Services.

6. Security and Privacy Colony Networks Inc. will not be responsible for any corrupted files or viruses which affect the user of the Service. It is your responsibility to safeguard your system, through appropriate means (e.g. using commercially available software), from theft, unauthorized use or system corruption. Any detriment caused to the network as a result of your failure to properly secure your system may result in the immediate termination of your access to the Service. Colony Networks Inc. does not ensure or guarantee privacy for users of the Service. Any such use shall be at your sole risk and Colony Networks Inc., its affiliates and its agents shall be relieved from all liability in connection therewith. Hotspots represent additional security risks as compared with wired Internet connection because access to your compatible device is possible without being physically connected to your device, therefore, it is strongly recommended that you (and it is your responsibility to) ensure that the configuration of your device is secure. In order to work with the widest variety of devices, you acknowledge that the Hotspots do not provide any level of encryption (such as WEP, WPA or other encryption and authentication mechanisms).

7. Service Bandwidth Resale or Redistribution Prohibited Resale or redistribution of bandwidth or any other part of the Service for any purpose is strictly forbidden. Failure to comply with this condition will result in immediate cancellation of access to the Services.

8. IP Address / Host Name Any IP address assigned to you by Colony Networks Inc. is the property of Colony Networks Inc. at all times. IP addresses may change each time you access at Hotspot, or any time at the discretion of Colony Networks Inc. without prior notice to you. Colony Networks Inc. assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to any change in IP Addressing.

9. User Information 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. Colony Networks Inc. has no obligation to monitor the Service. However, you agree that Colony Networks Inc. reserves the right to monitor the Service electronically from time to time and to disclose any information necessary to satisfy any laws, regulations or other governmental request or as necessary to operate the Service or to protect itself or others.

10. No Liability for Content Be aware that some content, products or services ("Content") available with or through the Service may be offensive to you or may not comply with applicable laws where you access the Services. Although Colony Networks makes every reasonable attempt to block sites of an objectionable nature, you understand that no filtering solution can block every such site. Sites containing sexual content or are of a sexual nature are NOT allowed. Neither Colony Networks Inc. nor any of its affiliates monitor any such Content. You assume total responsibility and risk for access to or use of such Content and for use of the Internet. Colony Networks Inc. and its affiliates assume no liability whatsoever for any claims or losses arising out of or otherwise relating to access to or use of such Content.

11. Limited Warranty The Service is provided by Colony Networks Inc. on an "as is" and "as available" without warranties or conditions of any kind. You are responsible for the use and compatibility of the Service with any equipment, software, services and/or other materials not provided by Colony Networks Inc. ("Third Party Equipment and Services"). Colony Networks Inc. disclaims all responsibility for determining compatibility between the Service and any Third Party Provided Equipment and Services. Neither Colony Networks Inc., its affiliates, agents and/or suppliers warrant the performance, availability, uninterrupted use or operation of the Service or any deliverable provided under these Terms and Conditions.

The entire risk as to the availability, quality and performance of the Service or any deliverable provided under these Terms and Conditions is with you. YOUR SERVICE PROVIDER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SERVICE, HARDWARE, SOFTWARE OR ANY OTHER DELIVERABLES PROVIDED HEREUNDER, OR ANY MERCHANDISE, INFORMATION, CONTENT OR SERVICE PROVIDED ON THE INTERNET AND ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED.

12. Limitation of Liability In the event of any breach by Colony Networks Inc., its affiliates, suppliers, or agents, including any breach of a fundamental term of these Terms and Conditions or any negligence, your exclusive remedy shall be to terminate your access to the Services. Other than the foregoing remedy, under no circumstances shall Colony Networks Inc., its affiliates or its agents be liable to you or any third party for: (i) any direct, indirect, special, or consequential damages, including, without limitation, loss of profits and loss of business opportunities that result in any way from these Terms and Conditions, including your use of the Service or access to the Internet, Content, or any part thereof, or your reliance on or use of information, services or merchandise provided on or through the Service, or that result from mistakes, omissions, interruptions, deletion or corruption of data, information or files, errors, defects, delays in preparations, or transmission, or failure of performance, or (ii) any losses or expenses (including legal fees) arising out of, or in connection with any allegation, claim, suit or other proceeding based upon a contention that the use of the Service by you or a third party through your account infringes the intellectual property rights or contractual rights of any third party.

13. User Suspension These Terms and Conditions may be terminated by you by ceasing to utilize the Services. Colony Networks Inc. may suspend or restrict the Service, at any time without notice, or terminate these Terms and Conditions, including your right to access or use the Service, at any time if: (i) the operation or efficiency of the Service is impaired by your use of the Service; or (ii) you have breached any term or condition of these Terms and Conditions.

Colony Networks Inc. shall have no responsibility to notify any third party providers of services, merchandise or information of such termination or suspension. Any termination of your right to use and/or access the Services and/or these Terms and Conditions shall not relieve you from any liability accruing hereunder prior to the time that such termination becomes effective.

14. Third Party Beneficiary Pine Centre Holdings Inc., Morguard Investments Limited and Morguard REIT, Prince George Investment Inc., are third party beneficiaries of these Terms and Conditions and as such are entitled to its protections and may enforce the rights afforded by these Terms and Conditions.

15. Miscellaneous These Terms and Conditions and all documents and policies referenced herein, constitute the entire agreement and understanding between Colony Networks Inc. and you pertaining to the subject matter hereof and shall supersede and replace all prior agreements, understandings and representations, written or oral, regarding such subject matter. Failure by Colony Networks Inc. to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right. If any of the provisions contained in these Terms and Conditions 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 these Terms and Conditions conflicts with an applicable tariff, the tariff shall supersede these Terms and Conditions only in respect of the conflicting provision. These Terms and Conditions shall be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein. Colony Networks Inc. may assign its rights and obligations under these Terms and Conditions to any affiliated entity without your prior written consent.

You may not assign or transfer these Terms and Conditions. In no event shall Colony Networks Inc. be liable for any failure to comply with these Terms and Conditions if such failure results from any condition or event beyond the reasonable control of Colony Networks Inc., including, but not limited to, fire, flood, earthquake, any elements of nature or acts of God, theft, riot, strike or other labour disturbance, power failure or war.