

# Lüm Mobile Website Terms and Conditions

The lum.ca website (referred to as the "Website") is owned and controlled by Lüm Mobile. This page is the agreement stating the terms and conditions upon which you may use this Website.

Please read it carefully before accessing and/or using the Website, including without limitation, downloading any Content from this Website. Access to and/or use of the Website, including any download of Content from this Website will constitute your express and unconditional acceptance to the terms and conditions of this Agreement. If you do not agree to these terms and conditions, do not access, or otherwise use our Website or download any Content.

## REVISIONS

Lüm Mobile reserves the right, at its sole discretion, to change, modify, add or remove any portion of this Agreement, in whole or in part, at any time. Such modifications shall be effective immediately upon posting of the modified Agreement on the Website. You agree to review this Agreement periodically to be aware of such modifications. Your continued use of the Website shall be deemed your conclusive acceptance of the modified Agreement.

## RIGHT OF LÜM MOBILE TO CHANGE, DISCONTINUE, OR RESTRICT ACCESS TO WEBSITE

Lüm Mobile, at its sole discretion, may change, suspend, or discontinue any aspect of the Website at any time, including the availability of any Website feature, database or content and may terminate this Agreement at any time. Lüm Mobile may also impose limits on certain features and services or restrict your access to parts or all of the Website without notice or liability. Lüm Mobile reserves the right, at its sole discretion, to correct any errors or omissions in any part of the Website.

## ACCESS TO THE WEBSITE

### Right of access

This Agreement provides you with a non-exclusive grant of access to and use of the Website and the Internet links contained on the Website at the sole will and discretion of Lüm Mobile and is subject to your continuing compliance with the terms and conditions of this Agreement. You are entitled solely to those privileges explicitly set forth in this Agreement.

### Website policies

There may be other policies posted on the Website, such as our [Privacy Policy](#). Please review these policies as they also govern your visit to this Website.

### Not a license

This Agreement is not a transfer or a license of any of Lüm Mobile's rights or its content or the content of third parties displayed on or accessed through the Website.

### Links and pointers

This Website may contain links to other websites that are not under the control of Lüm Mobile and Lüm Mobile is not responsible for and makes no representations, warranties or conditions concerning the contents of any linked site or any link contained in a linked site. It is your responsibility to verify any information contained within the links before relying on it.



Also, the information contained in the links may be changed or updated at any time without notice. Lüm Mobile provides links to you only as a convenience and the inclusion of any link does not imply endorsement, investigation or verification by Lüm Mobile of the linked site. Your use of the linked sites may be subject to terms and conditions contained in these Website, which you should locate and review.

## **CONTENT**

The materials on this Website which may include text, images, audio clips, video clips, software and all downloadable materials (the "Content"), are provided by Lüm Mobile for informational purposes and personal, not commercial use and in the case of Content that may be downloaded to a mobile phone, is to be used only in respect of the phone upon which the content is originally downloaded.

Lüm Mobile intends for the Content on this site to be accurate and reliable, however, since the Content has been compiled by Lüm Mobile from a variety of sources, it is provided to you "as is" and "as available".

Lüm Mobile assumes no responsibility to you or any third party for any errors or omissions of any kind in the content, and disclaims all warranties and/or conditions, express or implied, as to the content and to any matter relating to the site, including, but not limited to, implied warranties and/or conditions of non infringement, merchantability and fitness for a particular purpose.

In no event will Lüm Mobile be liable for any damages whatsoever, including special, indirect, incidental or consequential damages, arising out of or in connection with the use or performance of this site or the content available or referred to on this site, or any other site you may access through this site, even if advised of the possibility of such damages.

## **COPYRIGHT AND TRADEMARKS**

### **Copyright**

Everything on this site is copyrighted unless otherwise noted. The copyrights are owned by Lüm Mobile or the original creator of the material.

You require our written consent to copy or display any portion of the content for redistribution to third parties or for commercial purposes.

### **Trademarks**

The Lüm Mobile name, along with the names of most products and services referenced on this Website are trademarked. Other product and company names appearing on the Website are the trademarks of their respective owners.

You may not use these or any other Lüm Mobile or third-party trademarks, logos or service marks without the written permission of Lüm Mobile or any other applicable trademark or service mark owner. You agree that you cannot use our Lüm Mobile logo to link to this Website without our express written consent.

## **USE OF THE WEBSITE**

### **No unlawful or prohibited use of the Website**

You agree that you will not use any information contained in this Website or the links to this Website in any claims, proceedings, suits or actions against Lüm Mobile, its suppliers or affiliates.



You agree that you will not upload, post or transmit to, or distribute, or otherwise publish through the Website any content which:

1. Restricts or inhibits any other user from using and enjoying the Website
2. Is unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent or is otherwise unacceptable to Lüm Mobile
3. Constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violates any law or governmental regulation
4. Violates, or infringes upon the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right
5. Contains a virus or other harmful or destructive elements
6. Contains any information, software or other material of a commercial nature
7. Contains advertising of any kind

#### **No representation or warranties by Lüm Mobile**

You agree that the Website, including all content, software, functions, materials and information made available on or accessed through the Website, is provided to you at your own risk for your personal non-commercial use and on an "as is, as available" basis.

To the fullest extent permissible by law, Lüm Mobile makes no representations, endorsements, conditions or warranties, expressed or implied, including, but not limited to, those of merchantability or fitness for a particular purpose, with respect to Lüm Mobile, the Website, or any content, merchandise, information or service provided through the Website or on the Internet generally or the functions made accessible by any software used on or accessed through the Website, or any hypertext links to third party Website or for any breach of security associated with the transmission of sensitive information through the Website or any linked site. Lüm Mobile does not warrant that the Website, the functions contained in the Website or any content contained therein will be uninterrupted, error free or that defects will be corrected.

#### **Computer viruses and other malicious code**

Lüm Mobile assumes no responsibility and shall not be liable for any damages resulting from malicious code incurred on the Website on account of your access to, use of or browsing in the Website or your downloading of any materials, data, text or images from the Website. Malicious code includes, but is not limited to, computer viruses, Trojan horse programs, worm programs, and active web page content, which includes but is not limited to ActiveX, Java, and JavaScript.

#### **Limits on use**

The Website is for your personal, non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, video tape, audio tape, create derivative works from, transfer, reverse engineer, download, display, post, record "mirror", commercially exploit, any part or aspect of this Website in any form, or any information found at this Website, by any means whatsoever, whether by electronic, mechanical, recording, photocopying, photographic means or otherwise without the prior written consent of any applicable copyright holders. You may not sell any content, information, software, products or services obtained from the Website by any means whatsoever.

## **Monitoring**

Lüm Mobile has no obligation to monitor the Website. However, you agree that Lüm Mobile has the right to monitor the Website electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Website properly, or to protect itself or its customers.

Lüm Mobile will not intentionally monitor or disclose any private electronic-mail message unless required by law. Lüm Mobile reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this Agreement.

See the [Lüm Mobile Privacy Policy](#) for information about third party tracking tools used on this site.

## **PERSONAL INFORMATION AND COMMUNICATIONS**

### **License to Lüm Mobile in communications**

By posting messages, uploading files, inputting data, or engaging in any other form of communication (referred to as "Communications") through the Website, you are granting Lüm Mobile a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to; use, copy, sublicense, adapt, distribute, reproduce, modify, edit, transmit, publicly perform or display any such Communications or otherwise fully exploit such Communications in all media now known or hereafter developed; and sublicense to third parties the unrestricted right to exercise any of the foregoing rights granted with respect to the Communications.

The foregoing include the right to exploit any proprietary rights in such Communications, including but not limited to rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction.

### **Waiver of rights against Lüm Mobile**

You hereby waive all rights to any claim against Lüm Mobile for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights and other rights in connection with such Communications.

### **Communications not confidential**

You acknowledge that Communications involving the Website are not confidential and that Communications may be read or intercepted by others. You acknowledge that by submitting Communications to Lüm Mobile, no confidential, fiduciary, contractually implied or other relationship is created between you and Lüm Mobile other than:

1. Pursuant to this Agreement
2. Pursuant to an existing agreement
3. Where the purpose of the Communications was to order products and/or services, pursuant to the agreement for such products and/or services

Please note that while Lüm Mobile has employed certain security features to protect your personal information while sending Communications or ordering products and services through the Website, Lüm Mobile cannot guarantee that information you voluntarily disclose and send on this medium will be kept private. Lüm Mobile takes no responsibility for your use of the Internet to send personal information to Lüm Mobile or any other party.



## **Use by Lüm Mobile of personal information**

You acknowledge that Lüm Mobile collects, uses and discloses personal information for the identified purposes set forth in the [Lüm Mobile Privacy Policy](#). From time to time, you may choose to submit personal information to Lüm Mobile through this Website. By submitting such information, you consent to collection, use and disclosure of such information in accordance with the principles set forth in the [Lüm Mobile Privacy Policy](#).

## **Lümbot**

Lümbot is a chatbot that uses artificial intelligence to answer questions and provide information to customers and prospective customers. Lüm Mobile intends for Lümbot's responses to be accurate and reliable, however, since it is always learning, it may not always provide accurate information. All information provided by Lümbot should be verified at Lüm.ca or with the Lüm support team prior to making decisions. If information provided by Lümbot differs from that on Lüm.ca, Lüm.ca will be considered accurate.

All conversations with Lümbot are recorded and stored for a period of 2 years from the date of the conversation. Recordings may be analyzed to improve the chatbot and to provide improved service to you. Recordings are accessible by the 3<sup>rd</sup> party company who provides the chatbot service. Personal information, other than your Lüm account information, should not be shared with Lümbot.

## **PURCHASE OF PRODUCTS OR SERVICES FROM LÜM MOBILE**

### **Buying over the Internet**

When making purchases or other transactions through this Website or the Internet, you may be asked by Lüm Mobile or the merchant or information or service provider to supply certain information to identify you, your credit worthiness or other identifying information. You agree that all information you choose to provide Lüm Mobile, any merchant or information or service provider through the Website will be accurate and complete. You agree to pay all charges incurred by you or other users of your account and credit card or other payment mechanisms at the prices in effect when such charges are incurred. You also will be responsible for paying all applicable taxes, if any, relating to purchases made on the Website. Lüm Mobile is in no way responsible for any charges you or any user of your account incurs when making purchases or engaging in other transactions on this Website.

### **General warranty disclaimer**

Unless otherwise specified in the contract for the goods and services, all goods and services that may be ordered from this Website are provided "as is" and all express or implied conditions, representations and warranties, including any implied warranty of merchantability, fitness for a particular purpose, or non-infringement, are denied and disclaimed. Except where specified, all goods and services that may be ordered from this Website are for consumer end use only.

Except as otherwise expressly agreed, Lüm Mobile makes no representations, warranties, covenants or guarantees as to the quality, suitability, truth, accuracy or completeness of any of the content of this Website, or any goods or services that may be provided or sold in any connection with this Website. Any representations, warranties, conditions or covenants regarding any goods or services referred to on this Website are only as stated in the applicable contract and terms of service for such goods and services.

### **Availability**

Lüm Mobile services may not be available in your local area. You can check to see if service is available in your area by checking your address at [lum.ca/how-it-works](#).



## **DOWNLOADS/CLIENT SHAREWARE**

Lüm Mobile may make available to you software for downloading in connection with the Content that you can download from this Website. Any such software and any Content shall remain the property of Lüm Mobile, its licensors or suppliers, as applicable. You shall take appropriate steps to protect such software and Content. Such software and Content are subject to the terms and conditions made available to you during the software installation or download process and to these Terms and Conditions.

You agree to review and evaluate any such software and the related terms and conditions, and that all risk associated with the use of, or reliance on, such software or downloaded Content rests with you. You further agree that Lüm Mobile, including its affiliates and its suppliers, will not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, any such software or Content, including the failure of such software or Content to meet your needs, standards, expectations or desired specifications. In the event of an inconsistency between these Terms and Conditions and the terms and conditions of any such software, these Terms and Conditions shall prevail.

## **LIMITATION OF LIABILITY**

You understand that Lüm Mobile does not operate, control, or endorse any information, products or services on the Internet in any way nor does Lüm Mobile represent or endorse the accuracy or reliability of any advice, opinion, statement or other content accessed from any third-party site that may be accessed through the Website. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or content shall be at your sole risk. You agree that Lüm Mobile shall not be liable for any cost or damage arising either directly or indirectly from any such opinions, advice, services, merchandise and other content.

You agree that in no event will Lüm Mobile, or Lüm Mobile's respective officers, directors, employees, agents and contractors be liable for:

- (i) Direct damages
- (ii) Any incidental, consequential, special or indirect damages (including, but not limited to, damages for loss of profits, business interruption, loss of programs or information) arising out of the use of or inability to use this Website, or any content or transactions entered into on the Website, even if Lüm Mobile, its affiliates or its authorized representatives have been advised of the possibility of such damages
- (iii) Any claim attributable to errors, omissions, or other inaccuracies on the Website and/or content, materials or information downloaded through the Website
- (iv) Any injury, sickness, disease, death, damages, claims, or liability arising out of or attributable to the use by anyone of the Website or of any hardware, including any television set, monitor, or screen, for the purpose of accessing and/or viewing the Website

## **Indemnity**

You agree that you and all persons you authorize to use the Website have read and will comply with the terms of this Agreement. You are solely responsible and liable for actions which are in contravention of this Agreement or any applicable law. You agree to indemnify, defend and hold harmless Lüm Mobile and its respective officers, directors, employees, agents and contractors from and against all losses, expenses, damages and costs, including reasonable legal fees, resulting from any violation of this Agreement or in connection with your use of the Website, including negligent or wrongful conduct by



you, by any persons allowed by you to access the Website or by any other person accessing the Website or services provided pursuant to the Website using your identification or password (where applicable).

The provisions of this paragraph are for the benefit of Lüm Mobile and its respective officers, directors, employees, agents and contractors. Each of these entities or individuals shall have the right to assert and enforce these provisions directly against you on its own behalf. Lüm Mobile reserves the right, at its own risk, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder, and in such event, you shall have no further obligation to provide indemnification for such matter.

### **Severability**

If any part of this Agreement is held invalid or unenforceable, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties and the remaining portions shall remain in full force and effect.

### **Governing law and jurisdiction**

This Website (excluding linked Website) is owned and controlled by Saskatchewan Telecommunications from its offices within the Province of Saskatchewan, Canada and originates in Canada.

This Website can be accessed from all provinces and territories of Canada, as well as from other countries around the world. As each of these places has laws that may differ from those of the Province of Saskatchewan, by accessing this Website, you agree that all matters relating to access to, or use of, this Website, shall be governed by the applicable laws of the Province of Saskatchewan and of Canada, without regard to the choice of law principles thereof.

You also agree and hereby submit to the exclusive personal jurisdiction and venue of the courts of the Province of Saskatchewan or, where applicable, the Federal Court of Canada in connection with any dispute or claim involving you, Lüm Mobile, or the Website. You hereby acknowledge that you do so voluntarily and are responsible for complying with local laws.

### **Contests**

Any contests or promotions offered by the Website whereby a user may become eligible to win a prize are not open to residents of the Province of Quebec.

### **Assignment**

Lüm Mobile may assign its rights under this Agreement and its ownership of the Website or any interest therein at any time without notice to you. You may not assign your rights under this Agreement to anyone.

### **No waiver**

No failure or delay by Lüm Mobile in exercising any right, power or privilege as provided in this Agreement or at law shall operate as a waiver thereof. Nor shall any single or partial exercise of any right, power or privilege preclude any other further exercise of such right, power, or privilege. Lüm Mobile's rights and remedies hereunder are cumulative and not exclusive of any rights or remedies otherwise provided at law.

### **Headings**

The headings and sub-headings given to portions of this Agreement are intended for reference only and shall not affect the construction or interpretation of this Agreement.



### **Modification by Lüm Mobile**

This Agreement, as modified from time to time by Lüm Mobile, including any links referred to in and forming an integral part of this Agreement, shall constitute the entire agreement between Lüm Mobile and you and any of your users of the Website.

### **Printed version of agreement**

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 or the Website to the same extent and subject to the same conditions as other business documents and records generated and maintained in printed form by Lüm Mobile.

### **Prices**

All prices quoted on this Website are in Canadian Dollars and do not include applicable taxes, or shipping and handling charges.

### **Survival of certain sections**

The sections of this Agreement appearing under the headings "Copyright and Trademarks", "No Representations or Warranties by Lüm Mobile", "License to Lüm Mobile in Communications", "Limitation of Liability", "Indemnity", and "Governing Law and Jurisdiction" shall survive the termination of this Agreement.

### **Notices**

Notices by Lüm Mobile to you may be given by means of electronic message through e-mail or by a general posting on the Website.

### **Language**

All documents relating to this arrangement are in English.

All rights not expressly granted within this Agreement are reserved.