



## **IRISTEL DIPPING SERVICE ACCESS AGREEMENT**

### **DEFINITIONS**

“Agreement” means these Terms of Service, as amended from time to time.

“Authorized Governmental Entity” means any law enforcement agency, regulatory authority, governmental department, ministry, commission, tribunal, emergency response organization, or other public body having lawful authority to obtain subscriber or reseller information from Iristel pursuant to applicable legislation, regulation, or valid legal process.

“Authorized User” means an individual designated by an Authorized Governmental Entity and approved by Iristel to access the Portal in accordance with this Agreement.

“Customer” means the Authorized Governmental Entity that has entered into this Agreement for access to the Service.

“Dipping Service” or “Service” means the data access service provided by Iristel that enables Authorized Governmental Entities to obtain reseller or end-user information from Iristel’s records in accordance with applicable law.

“End User” means the individual or entity that is the ultimate recipient and user of telecommunications services provided directly by Iristel or indirectly through a Reseller.

“End User Information” means subscriber-related data associated with an End User, including without limitation name, address, contact details, assigned telephone numbers, and other account information maintained in Iristel’s records, as required or permitted to be disclosed under applicable law.

“Portal” means Iristel’s web-based interface through which Authorized Users may submit lawful queries (“dips”) and retrieve permitted information.

“Reseller” means a telecommunications service provider, partner, or entity that purchases Iristel services for resale to its own customers or subscribers under its own brand or service arrangements.

“Reseller Information” means the identifying and contact information of a Reseller maintained in Iristel’s records, including without limitation the Reseller’s legal name, business address, contact email, and telephone number, as required or permitted to be disclosed under applicable law.



## **SERVICE DESCRIPTION**

Iristel Inc. (“Iristel”) provides the Dipping Service through the Portal to enable Authorized Governmental Entities to retrieve End User information from Iristel’s database pursuant to lawful authority. Where the relevant telecommunications services are provided through a Reseller, Iristel will instead provide the corresponding Reseller Information. Access is restricted to Authorized Users acting within the scope of lawful authority and consistent with applicable privacy, data protection, and criminal procedure laws.

## **ELIGIBILITY**

Access to the Service is limited to Customers and their designated Authorized Users acting within the scope of lawful authority.

Each Customer must complete Iristel’s verification process prior to receiving access credentials. Verification may include, without limitation, submission of official agency credentials, confirmation of lawful authority, and designation of authorized contacts responsible for managing access.

Iristel reserves the right to refuse, suspend, or revoke access to the Service at its sole discretion if eligibility requirements are not met or maintained, or if there is any reasonable concern regarding misuse, inaccuracy of information provided, or non-compliance with applicable law or this Agreement.

## **ACCEPTANCE OF TERMS**

Use of the Portal or Dipping Service constitutes acceptance of this Agreement. Iristel reserves the right to modify this Agreement at any time. Notice of any change may be provided via email, by announcement on Iristel’s website, on the Customer’s invoice, or by any other reasonable means. Continued access or use of the Portal or Service following such notice constitutes acceptance of the revised terms.

## **BILLING TERMS**

Reseller Information will be provided at a fee of \$1.50 per dip if no valid and lawful production order (subpoena, warrant, or other judicial authorization) is provided. Reseller Information requested pursuant to a valid production order will be provided free of charge.

Information concerning End Users will only be released upon receipt of a valid and lawful production order. No fee applies for End User records released pursuant to a production order.



Invoices for dipping fees will be issued monthly and are due within fourteen (14) days of the invoice date. Late payments are subject to a monthly compound interest rate of 1.5% or the maximum rate permitted by law.

All payments shall be made in Canadian dollars unless otherwise specified in writing. Iristel may modify the applicable rates for the Dipping Service upon thirty (30) days' written notice to the Customer.

Any applicable sales, use, excise, public utility or other taxes, fees, or charges imposed on Iristel as a result of providing Iristel's services or a device will be billed to the Customer's account. If a customer is exempt from payment of such taxes, that Customer must provide Iristel with an original government-issued certificate attesting to tax-exempt status. Tax exemption applies only from and after the date Iristel receives the tax-exempt document.

### **ACCESS AND LAWFUL USE**

Access to the Service is provided exclusively through the Portal. The Customer shall ensure that only Authorized Users access the Portal, that credentials are kept secure and confidential, and that all dips are made solely for legitimate, lawful investigative, regulatory, or emergency purposes permitted under applicable law. Any information obtained must be handled in compliance with applicable information handling and disclosure laws. Iristel may suspend or revoke access if it reasonably believes the Portal or Service is being misused or accessed inconsistently with applicable law.

### **PRIVACY AND COMPLIANCE**

Iristel processes, discloses, and retains data accessed through the Portal in accordance with applicable privacy and personal information laws, including the Personal Information Protection and Electronic Documents Act (PIPEDA) and equivalent provincial or international data protection legislation. All information provided through the Service is limited to that required to fulfill lawful requests. Iristel maintains records of all access to and activity within the Portal for compliance and audit purposes.



## **CONFIDENTIAL INFORMATION**

Customer shall maintain as confidential any information received or accessed under this Agreement, including credentials, system architecture, query results, and End User data. No such information shall be disclosed to third parties except as required by law or judicial process. These confidentiality obligations shall survive termination of this Agreement.

## **DATA SECURITY**

The Portal employs authentication, encryption, and logging controls designed to protect access to and transmission of data. Iristel shall maintain reasonable administrative, technical, and physical safeguards to protect against unauthorized access, disclosure, alteration, or destruction of information processed through the Portal. Authorized Users must immediately notify Iristel of any suspected credential compromise or unauthorized use.

## **PROPRIETARY RIGHTS**

All rights, title, and interest in and to the Portal, Dipping Service, databases, software, documentation, and related intellectual property are and shall remain the exclusive property of Iristel. Except for the limited access rights expressly granted herein, no license or other rights are granted to the Customer. The Customer shall not copy, modify, decompile, or attempt to derive the source code or structure of any part of the Service.

## **NO WARRANTIES AND ACCURACY OF INFORMATION**

The Dipping Service and all information provided through the Portal are made available on an “as is” and “as available” basis. Iristel does not warrant or represent that the Portal or Service will be uninterrupted, error-free, or complete.

Access to the Service may be temporarily suspended or limited for maintenance, upgrades, or network issues, and Iristel shall not be liable for any resulting inability to access or use the Service.

Iristel provides information as it exists in its operational databases at the time of query and does not independently verify or update such data. The Customer assumes full responsibility for verifying the accuracy and legal sufficiency of any information before relying on it.



## **LIMITATION OF LIABILITY**

To the maximum extent permitted by law, Iristel's total aggregate liability for any claim arising from or related to the Service shall not exceed the total amount of fees paid by the Customer during the twelve (12) months preceding the event giving rise to the claim. In no event shall Iristel be liable for indirect, incidental, consequential, punitive, or special damages, including but not limited to loss of data, profit, or business opportunity, even if advised of the possibility of such damages.

## **INDEMNIFICATION**

The Customer shall indemnify and hold harmless Iristel, its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, losses, and expenses (including reasonable legal fees) arising out of or relating to (a) the misuse of data obtained through the Service, (b) any unauthorized access to or use of the Portal or Service, or (c) any breach of this Agreement by the Customer or its Authorized Users.

These obligations shall not apply where indemnification is prohibited under the policies or legislation governing the requesting Customer.

## **TERM AND TERMINATION**

Iristel may terminate this Agreement immediately in the event of a material breach that is not cured within fifteen (15) days after written notice, or where termination is required to comply with applicable law. Upon termination, all unpaid fees become immediately due and payable, and Customer access to the Portal shall cease.

## **GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable laws of Canada. Any dispute arising under this Agreement shall be resolved by arbitration before a single arbitrator in Toronto, Ontario, whose decision shall be final and binding.

## **FORCE MAJEURE**

Neither Party shall be liable for any failure or delay in performance under this Agreement to the extent caused by events beyond its reasonable control, including acts of God, war, strikes, power outages, or network failures, provided that the affected Party promptly notifies the other and resumes performance as soon as practicable.



**ENTIRE AGREEMENT AND SEVERABILITY**

This Agreement constitutes the entire understanding between Iristel and the Customer regarding the Dipping Service and supersedes any prior agreements. If any provision is found invalid or unenforceable, the remaining provisions remain in full force and effect.

**CONTACT**

For billing, access, or compliance inquiries, please contact:

Iristel Inc.  
675 Cochrane Drive, 6th Floor  
Markham, Ontario, Canada L3R 0B8  
Email: [customercare@iristel.com](mailto:customercare@iristel.com)

**ACKNOWLEDGEMENT**

By signing below, the Customer acknowledges that they have read, understood, and agree to be bound by the terms and conditions outlined in this Agreement.

**CUSTOMER:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_