



TERMS AND CONDITIONS

These Terms and Conditions, and the service schedule(s) that are referenced herein, constitute the agreement (“Agreement”) between CALL-ONE® Communications, a division of LOGIX Data Products Inc., including its affiliates (“CALL-ONE®”) and the undersigned customer (“The Customer”).

This Agreement governs the provision of and use of specific services provided by CALL-ONE® to The Customer, as described in the service schedule(s) (“Service”) as well as any hardware, equipment or devices provided by CALL-ONE® in connection with the Service (“Hardware”).

1. THE SERVICE

1.1 Providing Service. CALL-ONE® shall use commercially reasonable efforts to provide the Service to The Customer. Further, CALL-ONE® will use commercially reasonable efforts to minimize disruptions to The Customer’s access to and use of the Service.

1.2 Prohibited Activities. The Customer shall refrain from using or allowing the Service to be used and take reasonable steps to prevent the Service from being used: (a) in any manner that violates any regulations, decisions, or orders governing the use of the Service issued or adopted by the Canadian Radio-television Telecommunications Commission (“CRTC”) or any applicable governing body; (b) for auto-dialing, continuous or extensive call forwarding, telemarketing, sending bulk messages, fax or voicemail broadcasting without prior written permission from CALL-ONE®; (c) for criminal or fraudulent activities or activities that would constitute a public nuisance or infringe on the rights of any other party; (d) in any manner that interferes with the integrity of the Service or CALL-ONE®’s ability to provide services to The Customer, customers, or other parties or in any manner that exceeds The Customer’s permitted access to the Service; (e) by unauthorized parties; and furthermore, The Customer shall not resell the Service without prior written permission from CALL-ONE® (collectively, the “Prohibited Activities”).

1.3 Regulatory Obligation. Without limiting the generality of the above, The Customer is required to comply with the regulatory obligations described in Telecom Decision CRTC 94-10, Telecom Order CRTC 96-1229, Telecom Decision CRTC 97-8, Telecom Decision CRTC 2001-193, Telecom Decision 2007-48 and any amendments, decisions or orders that the CRTC may issue from time to time in relation to the Service.

1.4 Hardware. CALL-ONE® is not responsible for the loss or damage of any hardware, equipment or devices except where caused through CALL-ONE®’s negligence. If The Customer has purchased or leased Hardware from CALL-ONE® it shall assume all risk of loss or damage to the Hardware, once it is shipped to Customer. The Customer shall be responsible for the use of the Hardware in connection with the Service. The Customer shall not change or allow to be changed any identifier, serial number, mark, tracking number, or stamp, electronic or otherwise of the Hardware or perform a factory reset of the Hardware without CALL-ONE®’s prior written permission (“Tampering”).



TERMS AND CONDITIONS

1.5 Liability for Unauthorized Use. The Customer is responsible to safeguard the Service and Hardware against unauthorized use and Prohibited Activities. The Customer shall immediately notify CALL-ONE® if they suspect or become aware that the Hardware has been lost, stolen or subjected to Tampering or the Service has been used or will be used for Prohibited Activities. The Customer assumes liability for all charges incurred as a result of Tampering or Prohibited Activities prior to notification whether or not authorized by or caused by The Customer. The Customer has read and understands the toll fraud prevention guidelines available at: www.CALL-ONE.ca.

1.6 Network Coverage Area. CALL-ONE® provides and supports the Service only in Canada, which is CALL-ONE®'s network coverage area. CALL-ONE®'s current Direct Inbound Dialing ("DID") and Local Number Portability ("LNP") footprint is listed at: www.CALL-ONE.ca. Certain Services are designed to work with unencumbered, high-speed Internet connections. However, if the high-speed Internet connection The Customer is using is not within CALL-ONE®'s network coverage area, and/or The Customer's Internet service provider ("ISP") places restrictions on the usage of voice over Internet protocol ("VoIP") services, CALL-ONE® does not represent or warrant that use of the Service by The Customer is permitted by such jurisdictions or by such ISP. The Customer will be solely responsible for any violations of laws and regulations resulting from such use. CALL-ONE® reserves the right to disconnect the Service immediately if CALL-ONE® determines, acting reasonably, that The Customer has used the Service or the Hardware in violation of the laws of jurisdictions outside of CALL-ONE®'s network coverage area.

1.7 CALL-ONE®'s Intellectual Property Rights in Service. The Service and Hardware and any firmware or software used to provide the Service or provided to The Customer in conjunction with providing the Service to it, or that are embedded in the Hardware, and all Service, information, documents and materials on CALL-ONE®'s website is protected by Canadian and U.S. intellectual property laws and international treaties. The Customer shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software. CALL-ONE®'s website, corporate name, service marks, trade-marks, trade names, logos and domain names are and will at all times remain its exclusive property, and nothing in this Agreement grants The Customer any right or license to use the same. The Customer shall not, without the prior written consent of CALL-ONE®, use in advertising, publicity or otherwise, the name, trade-mark, logo, symbol or other image of CALL-ONE® or its affiliates, nor remove any copyright or other proprietary marks on any documents provided.

1.8 Cancelling or transferring away Telephone Numbers. The Customer agrees that transferring or porting telephone numbers to another service provider does not result in an automatic termination of underlying or associated Services supplied by CALL-ONE®. In the absence of termination orders from The Customer CALL-ONE® will select the most appropriate billing plan for any remaining Services and The Customer will continue to be responsible for all the charges and fees associated with the remaining Services. The Customer shall remain responsible for all charges and fees for cancelled or transferred telephone numbers through to the end of the current billing cycle; early termination provisions of this Agreement apply to telephone numbers and Services as applicable.



TERMS AND CONDITIONS

1.9 Telephone Numbers. The telephone numbers that CALL-ONE® provides in conjunction with Service to The Customer may be listed in telephone directories. However, in certain cases The Customer may need to specifically request listings when ordering or porting numbers, or after installation as a change order to the Service. The Customer does not own or have any property rights in any telephone number provided by CALL-ONE® in conjunction with the Service. CALL-ONE® shall be entitled to change any such telephone number where CALL-ONE® determines, in its sole discretion, that such a change is necessary. CALL-ONE® shall give The Customer reasonable advance written notice (via letter, bill insert or email) of such a change, except in cases of emergency, where verbal notice shall be given, followed by written notice as soon as is reasonably possible. CALL-ONE® is not liable for any costs, damages or other amounts resulting from changes to telephone numbers.

1.10 Compatibility – Security Systems and Broadband Services. The Customer may have security systems that are incompatible with CALL-ONE®'s Service. The Customer may be required to maintain a telephone connection through The Customer's local exchange carrier in order to use any alarm monitoring functions for any security system. The Customer is responsible for contacting the alarm monitoring company to test the compatibility of any security system with the Service. In addition, The Customer acknowledges that some providers of broadband service may provide modems that prevent the transmission of communications using the Service. CALL-ONE® does not warrant that all broadband services will be compatible with the Service and expressly disclaims any express or implied warranties or conditions regarding the compatibility of any particular broadband service with CALL-ONE®'s Service. The Service may not support operator assisted calling (including, without limitation, collect calls, third party billing calls, 900 or calling card calls). The Service may not support all N11 services in one or more service areas. Service delivery is subject to availability of suitable facilities necessary to provide the Service.

2. BILLING; TERMINATION

2.1 Charges, Taxes and Late Payment. The Customer shall pay all applicable recurring and non-recurring charges, usage charges, fees and taxes in respect of the Service without set-off. Invoices for recurring Services will be rendered monthly or at a frequency consistent with the Service Schedule and usage related charges will be included in an invoice rendered in the month following the usage or at a time as soon as reasonably able to do so. The Customer shall make payments against invoices in full within thirty (30) days of the date of the invoice. If The Customer disputes any such charges, fees or taxes reported within an invoice, it shall notify CALL-ONE® in writing within thirty (30) days of receiving that invoice or it shall be deemed that The Customer has waived any right to contest such charges. Accounts past due will be subject to a two percent (2%) per month late payment charge (or 26.8% per annum on a compounded basis) which shall be due and payable upon receipt of such late payment charges included on a subsequent invoice. CALL-ONE® reserves the right to correct any errors in billing for a period of up to six (6) months, and apply the appropriate charges retroactively.



TERMS AND CONDITIONS

2.2 Service Suspension or Discontinuance. CALL-ONE® reserves the right to suspend, restrict or discontinue any or all of the Service at any time in its sole and absolute discretion if: (a) The Customer fails to make any payments due as provided by this Agreement; (b) The Customer fails to perform as required under this Agreement or any other agreement with CALL-ONE®; (c) CALL-ONE® determines, in its sole discretion, that The Customer is an unacceptable credit risk; (d) if, acting reasonably, it believes the Service has been used or will be used for any of the Prohibited Activities or that Tampering has occurred or will occur; or (e) it is necessary to comply with any law, regulation, court order or governmental decision or order; in all such cases, CALL-ONE® shall also have the right to immediately terminate this Agreement without prior notice, retain all payments made hereunder, deny The Customer any continued use of the Service and impose a separate charge of \$95 for disconnection of each Service and a separate charge of \$95 for reconnection of each Service, if applicable. In the cases of (a), (b) and (c) above, CALL-ONE® will provide notice to The Customer and perform disconnection of Primary Exchange Services in accordance with the Commissioner for Complaints for Telecommunications Services (CCTS) Disconnection Code. If any Service is disconnected for reason of The Customer's breach of this Agreement, The Customer will be responsible for all charges through to the end of the current Service Term, including unbilled charges, collection costs and legal fees and expenses (on a solicitor and own client basis) plus the disconnection fee, if applicable, all of which will immediately be due and payable. CALL-ONE® may pursue collection for unpaid amounts on disconnected accounts and may report to and exchange credit and personal information, without seeking additional consent from The Customer, with any credit/consumer reporting agency and financial institution relating to The Customer's nonpayment of its accounts under this Agreement.

2.3 Customer Termination – Fixed Term. Where The Customer is purchasing the Service for a defined term of twelve (12) months or longer ("Fixed Term"), and The Customer terminates the Service prior to the end of the Fixed Term, unless specified otherwise on the applicable service schedule, The Customer shall be responsible for all of the outstanding Service fees associated with the remaining Fixed Term set forth in the applicable service schedule, plus a disconnection fee, if applicable, all of which will immediately become due and payable.

3. 911 SERVICE

3.1 Express Consent Required. 911 emergency service over a VoIP telephone (Broadband Internet) has certain limitations compared to Enhanced 911 services available on most traditional telephones. The Customer must provide express agreement and consent to the conditions and limitations of CALL-ONE®'s 911 service located at: www.CALL-ONE.ca.

4. LIABILITY

4.1 Limitation and Exclusions. CALL-ONE® will not be liable for any delay or failure to provide the Service, at any time or from time to time, or any interruption or degradation of voice or data quality. CALL-ONE®'s aggregate liability to The Customer, any end user of The Customer or any third party for direct damages arising out of or in connection with this



TERMS AND CONDITIONS

Agreement shall be limited to the lesser of: (a) the actual direct damages suffered by the Customer, and (b) the charges paid by The Customer during the previous calendar month. IN NO EVENT WILL CALL-ONE®, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR, AND THE CUSTOMER HEREBY WAIVES THE RIGHT TO CLAIM, ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, COMPENSATORY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH CALL-ONE®'S 911 SERVICE OR TO OBTAIN EMERGENCY HELP. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY OR CONDITION, PRODUCT LIABILITY, TORT (INCLUDING NEGLIGENCE), INTELLECTUAL PROPERTY INFRINGEMENT, STRICT LIABILITY, AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT CALL-ONE® WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

4.2 Customer Indemnity. The Customer shall defend, indemnify, and hold harmless CALL-ONE®, its affiliates, and their respective officers, directors, employees, agents, and any other service provider who offers services to The Customer or CALL-ONE® in relation with the present Agreement or the service provided from any and all claims, losses, damages, fines, penalties, costs, expenses, legal fees, expenses on a solicitor and own client basis, etc. by, or on behalf of, The Customer or any third party or user of the Service, relating to this Agreement or the Services, including, without limitation, the Hardware, or the absence, failure or outage of the Service.

4.3 Disclaimer. To the extent permitted by applicable law, and except as expressly stated in this Agreement, CALL-ONE® MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS OF THE SERVICE OR HARDWARE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY OR CONDITION ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY OR CONDITION THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, CALL-ONE® PROVIDES NO WARRANTY OR CONDITION THAT THE SERVICE OR HARDWARE WILL PERFORM OR OPERATE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DENIAL OF SERVICE (DOS) ATTACKS, RISK OF TOLL FRAUD, SPIT (SPAM OVER INTERNET TELEPHONY), VOIP PHISHING, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER CALL-ONE®, ITS AFFILIATES NOR ANY OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO CALL-ONE® OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT



TERMS AND CONDITIONS

MEANS OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF CALL-ONE®'S NEGLIGENT STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR HARDWARE, IF ANY, BY CALL-ONE® OR CALL-ONE®'S AGENTS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OR CONDITION OF ANY KIND.

4.4 Hardware – Third Party Warranty Only. If the Hardware that has been sold or leased to The Customer by CALL-ONE® for use in connection with the Service included a limited warranty at the time of receipt, The Customer must refer to the separate limited warranty document provided with the Hardware for information on the limitation and disclaimer of certain warranties and conditions. Remedies for breach of any such warranties will be limited to those expressly set forth in such documentation. IF A LIMITED WARRANTY DID NOT COME WITH THE CUSTOMER'S HARDWARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER IS ACCEPTING THE HARDWARE "AS IS". To the extent permitted by applicable law, OTHER THAN WARRANTIES FOR THE HARDWARE EXPRESSLY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE HARDWARE, THE CUSTOMER'S HARDWARE IS NOT ELIGIBLE FOR REPLACEMENT, REPAIR OR REFUND, AND CALL-ONE® MAKES NO WARRANTIES OR PROMISES OF ANY KIND, EXPRESS OR IMPLIED AND SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS OF THE HARDWARE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY OR CONDITION ARISING BY USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY OR CONDITION THAT THE HARDWARE OR ANY FIRMWARE OR SOFTWARE IS "ERROR FREE" OR WILL MEET THE CUSTOMER'S REQUIREMENTS. FOR CERTAINTY, THE FOREGOING WILL NOT BE DEEMED TO LIMIT ANY DISCLAIMER OR LIMITATION OF WARRANTY OR CONDITION SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE HARDWARE.

4.5 Liability for Content. The Customer will be responsible for any and all liability that may arise out of the content transmitted by or to The Customer or from any person using the Service or Hardware, (each such person, a "User"). The Customer shall ensure that its and its User's use of the Service and content comply at all times with all applicable laws and regulations and this Agreement. CALL-ONE® reserve the right to disconnect or suspend the Service and remove Customer's or its Users' content from the Service, if CALL-ONE® determines, in its sole and absolute discretion, that such use or content does not comply with the requirements set forth in this Agreement or interferes with its ability to provide Service to The Customer or others. CALL-ONE®'s action or inaction under this Section will not constitute any review or approval of The Customer's or its Users' use of the Service or Hardware, including the content that may be transmitted using the Service or Hardware.

4.6 Privacy of Content. From time to time the Service may utilize, in whole or in part, the public Internet or third party networks outside of CALL-ONE®'s control to transmit (send or receive) voice and other communications and in these situations CALL-ONE® does not assume liability for the privacy of that content or any personal information so transmitted. Furthermore where The Customer uses the Service to transmit (send or receive) any content or personal information to or from a third party CALL-ONE® does not assume liability for the privacy of that content or personal information.



TERMS AND CONDITIONS

5. GENERAL PROVISIONS

5.1 Regulatory Compliance; CALL-ONE® reserves the right to update these Terms and Conditions and the attached Appendices from time to time in order to ensure regulatory compliance. The Customer agrees that any such modifications or amendments made for regulatory compliance purposes will be legally binding upon the parties and immediately form part of the Agreement when CALL-ONE® provides the customer with written notice (via letter, bill insert or email).

5.2 Amendments; Prices and Terms and Conditions for services noted in the service schedule(s) are subject to change upon thirty (30) days written notice (via letter, bill insert or email) when Service is purchased on a month to month basis, or following the end of the Agreement's initial term.

5.3 Severability. If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement will remain valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

5.4 Survival. The provisions of this Agreement that by their nature are intended to survive the termination or expiration of this Agreement shall survive.

5.5 Assignment. This Agreement and the rights and obligations hereunder may not be assigned in whole or in part by The Customer without the prior written consent of CALL-ONE® unless the assignment is pursuant to the sale of all or substantially all of the assets or shares of The Customer in which case The Customer shall provide CALL-ONE® ten (10) days written, acknowledged, notice of such assignment. CALL-ONE® may assign all or any of its rights or obligations under this Agreement: (a) to an affiliate; (b) to a successor in interest of CALL-ONE®; or (c) as part of a corporate reorganization, amalgamation, consolidation or merger; without obtaining the prior written consent of The Customer. This Agreement shall inure to and be binding upon the parties and their respective successors and assigns.

5.6 No Waiver. CALL-ONE®'s failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

5.7 Third Party Beneficiary. This Agreement does not provide any person or entity who is not a party to this Agreement with any third party beneficiary rights.

5.8 Governing Law. The Agreement and the relationship between The Customer and CALL-ONE® are governed by the laws of the Province of Ontario and the laws of Canada applicable therein without regard to its conflict of law provisions.

5.9 Privacy. To the extent that personal information is provided in connection with this Agreement, The Customer confirms that it consents, and that all necessary consents have been obtained, to the collection, use and disclosure by CALL-ONE® for the following



TERMS AND CONDITIONS

purposes: (i) to provide Service and other products to The Customer, (ii) administration of this Agreement, (iii) collecting unpaid debts; and (iv) as otherwise required or permitted by law or this Agreement. For the purposes of this section, “personal information” does not include personal information that is publicly available. CALL-ONE® only collects uses and discloses the personal information of its customers in accordance with its privacy policy at the time of collection, located at: www.CALL-ONE.ca.

5.10 Force Majeure. If CALL-ONE® is delayed or hindered in, or prevented from, the performance of any act required hereunder for any reason beyond its direct control, including but not limited to, strike, lockouts, labour troubles, governmental or judicial actions or orders, riots, insurrections, war, acts of God, inclement weather or other reason beyond its control, which includes other matters that may affect the Service, such as power outages and interruptions in Customer’s access to the Internet due to problems experienced by its underlying ISP or broadband service (“Disruption”) then its performance shall be excused for the period of the Disruption.

5.11 Authority. The persons executing this Agreement represent that they have the full power and authority to enter into this Agreement on behalf of the party that they represent.