

GENERAL TERMS & CONDITIONS (“Agreement”)

Internet Access Solutions Ltd. (IASL)

eSuite Suite and vSuite Products and Services

THERE ARE IMPORTANT 9-1-1- TERMS RELATED TO THIS SERVICE. Please review the entire agreement. By activating the service you acknowledge that you have read, understood and agree to these terms and conditions.

GENERAL

- a) In this agreement: “Service(s)” means any, some or all of residential service, long distance service, Internet Service- (eSuite), VOIP Service-(vSuite) or any IASL facility or equipment associated with the service that you have subscribed to. The Service enables you, the customer, to make and receive telephone calls using a broadband Internet connection and a touch-tone phone.
- b) “You” and “Your” includes an applicant, customer, individual, corporation of any other type of legal entity which has subscribed to any of the service outlined in 1a above.
- c) “IASL” means Internet Access Solutions Limited (your “Service Provider”)
- d) Services offered by IASL are subject to the terms and conditions contained herein and any additional terms and conditions related to a particular Service application which make up part of this agreement . In the event of a conflict, these terms and conditions will take precedence. This agreement, including any additional terms and conditions relating to a particular Service constitute the entire Agreement between you and IASL and does not include any other written or oral representations or agreements.
- e) By activating the Services, you acknowledge that you have read, understood and agreed to IASL’s terms and conditions as set out hereunder, and the Acceptable Use Policy (AUP) (collectively, the “Agreement”). If you do not wish to be bound by this Agreement or any modifications, which may be made by IASL from time to time (as described in the following paragraph), do not activate or use the Services and contact IASL immediately. A copy of the Acceptable Use Policy (AUP) is available on request of at www.iasl.com
- f) IASL has the right to revise the Agreement from time to time. Any changes will be posted online, along with the effective date.
- g) You are responsible for reviewing information sent and posted online on a regular basis to obtain timely notice of such changes. Your non-termination or continued use of the services after the effective date constitutes your acceptance of this agreement as modified by such changes.
- h) If you do not agree with any of the amendments to the agreement, you agree to stop using the Services. You also agree to provide notice to IASL of your termination of this Agreement in accordance with the regular terms and conditions.
- i) IASL customers should consult this document regularly to ensure their usage conforms to the most recent version. In the event of any conflict between any customer agreement and this agreement, the terms of this agreement will govern.
- j) Complaints regarding violations of this agreement by IASL users can be directed to abuse@IASL.com

Internet Access Solutions Ltd.
1 Greensboro Drive, Suite 303 Toronto Ontario M9W 1C8
416 621 7255, www.iasl.com

2. FEES and CHARGES

You agree that the Service is provided to you subject to your payment of, and you shall pay, the monthly service rates, any applicable usage charges, installation fees and/or activation fees, modem / WIFI installation fees, if any, and other fees and charges, if any, together with all applicable taxes and charges, identified to you upon placing your order for the Service or as otherwise identified to you by Your Service Provider from time to time (collectively, the "Service Fees"), which Service Fees may be amended by Your Service Provider from time to time. For current rates and fees, go to esuite-ct.ca. Please note that rates and fees posted on the above-mentioned website do not include applicable taxes; long distance or other charges. Service Fees and usage charges for partial months of Service will be not be prorated.

- i. If your subscription to the Service is subject to an initial commitment period of 6 months or longer, within the Term, as selected by you upon subscribing to the Service (the "Initial Service Period"), a portion of your Service Fees otherwise owing in consideration of the Service provided during the initial Service Period may be discounted or deferred during the Initial Service Period.
- ii. If, however, during the Initial Service Period, you cancel the Service or your Service Provider terminates for your breach of the Service Agreement, you shall pay your Service Provider a "Termination Charge" equal to 50% of the remaining payments up to a maximum of \$200.
- iii. Your Service Provider may waive the "Termination Charge" if during the Initial Service Period if you migrate to another eSuite.ca Internet service offered by Your Service Provider with monthly fees no lower than those associated with the Service you originally subscribed to and for a duration at least as long as your original Initial Service Period.
- iv. If you cancel your Service, the termination will be effected as of the last day of the calendar month of the Initial Service Period. In addition to any applicable Termination Charge, your Account will be charged the regular Service Fees and Non-Return Fee, if any, and other applicable fees and charges, plus all applicable taxes, for that termination period. Until cancelled

3. TERM OF THE AGREEMENT

The "Initial Service Period" of the agreement shall be for a term of: one (1) month (month-to-month), six (6) months, twelve (12) Months (1 year), or 36 Months (3 years) as agreed to by you and as indicated on your application for service and will automatically be renewed on a month by month basis at the then prevailing month to month rates unless otherwise indicated or unless a notice of non renewal is given thirty (30) days or more before the end of the initial service period

4. BILLING AND PAYMENTS

- i. Charges will commence at the date of activation or delivery of Services.
- ii. All Payments for recurring services are due in advance.
- iii. All Long Distance usage is billed at the beginning of the month for the previous months usage
- iv. You have the option to pay for the Service by credit card or pre authorized payment. Billing confirmation will not be sent to you each month. The charges on your monthly credit card or bank statement will show as either "Internet Access Solutions" or "IASL".
- v. You shall pay all applicable fees, charges and taxes relating to the services. The applicable fees, charges and taxes relating to the services include, without being limited to the following, collect-call and accepting-call charges.
- vi. For service payable by monthly charges, a charge of fifteen dollars (\$15.00) will be applied for any payment returned by the financial institution.
- vii. The Service Order is subject to credit approval by IASL. In the event that credit is not approved, IASL may interrupt service without prior notice.

5. CANCELLATION OR TERMINATION OF THE SERVICE

You will have entered into a binding contract with Your Service Provider when: (i) you submit your online order and it is accepted by Your Service Provider; or (ii) your phone order is confirmed by email or other form; provided, however that your Service Provider in its sole discretion may reject your order for the Services described in either (i) or (ii) within ten (10) business days from the submission of your order. If you wish to cancel your order, please call 416-853-1000.

Once activated, the Service may be cancelled by you by calling Your Service Provider at the number listed in the preceding paragraph. If your subscription to the Service is not subject to an Initial Service Period (defined above) and you cancel your Service, your charges will not be pro-rated for the billing period in which you cancel. **Your account will be terminated as of the last day of the calendar month following the date of the notice of cancellation to your Service Provider.** Your Account will be charged the regular Service Fees and Non-Return Fee (defined in Section 16), if any, and other applicable fees and charges, plus all applicable taxes, for that termination p

Cancellation or Termination of Service (Con't)

The transfer of your telephone number to another telecommunications Provider constitutes a termination of the applicable service by you and a termination charge will apply as set out in section (2) above

If, however, during the Initial Service Period, you cancel the Service or your Service Provider terminates for your breach of the Service Agreement, you shall pay your Service Provider a Termination Charge as outlined in (2) (i) above.

Until cancelled or terminated as provided in the Service Agreement, the Term and this Service Agreement will continue. Following the expiry of any Initial Service Period,, the Service Agreement will continue on a month-to-month basis at your Service Provider's then-applicable terms , conditions and rates, until cancelled or terminated as provided herein.

6. TERMINATION AND ACCOUNT SUSPENSION BY IASL

Your Service Provider, in its sole discretion, may terminate this Service Agreement upon thirty (30) days notice, or suspend the Service at any time upon notice to you. Your Service Provider, in its sole discretion, may (a) charge additional fees, (b) cancel, suspend or restrict the Service and your Account (without any reduction in your monthly Service Fees applicable to the Service) or (c) terminate this Service Agreement, at any time without notice, if:

- i. the operations or efficiency of the Service is impaired by the use of your Account or the Service;
- ii. any amount is past due from you to Your Service Provider; or
- iii. there has been or is a breach of any term or condition of this Service Agreement or of any document or policy forming part thereof (including without limitation the Acceptable Use Policy), by you or any other user.

If Your Service Provider terminates for your breach of this Service Agreement, you may be charged a Termination Fee (as set out in Section 2). If your Account is suspended and the outstanding problem has not been resolved within eight (8) days from the date of suspension, the Service may be discontinued, in which case the then applicable installation and/or activation fee will apply if you wish to resume your subscription to the Service.

Your Service Provider shall have no responsibility to notify any third party providers of services (including 911 services) , merchandise or information of the termination or suspension of your Account, Service or this Service Agreement. Termination of this Service Agreement or suspension of your Account and Service shall not relieve you from any Service Fees, any discounted or deferred Service Fees or other fees and charges, owing or other liability accruing hereunder prior to the time that such termination or suspension becomes effective. Your access to emergency or special needs services (ex. 9-1-1) may also be restricted, suspended or terminated

7. PRICES AND SERVICE FEES

Prices for services and/or discount rates may be changed upon written notice.

If there are contract terms that apply for subscriptions to a bundle or select services and you cancel any of the select services or services in a bundle plan, IASL may increase the rates for the remaining services or charge you a fee. Any cancellation fees are your responsibility.

8. FORCE MAJEURE

Notwithstanding any other provisions, IASL shall not be liable for failure or interruption of its services if due to causes or events beyond its reasonable control.

9. INTERRUPTION OF SERVICES

IASL may, without any liability, temporarily halt the delivery of the services for technical or maintenance purposes. IASL shall, where possible, provide notice advising you.

10. TRANSFER OR ASSIGNMENT OF CONTRACT

This contract shall not be assigned or transferred in any way whatsoever without the prior written consent of IASL which may be withheld at its discretion.

11. ACCEPTABLE USE POLICY

You agree to abide by the Acceptable Use Policy (AUP) which is available upon demand, or can be viewed online at www.IASL.com

12. PRIVACY POLICY

A copy of our privacy policy is available upon demand, and can be viewed online at www.IASL.com.

13. EQUIPMENT PROVIDED BY IASL

If IASL provides equipment to you such as a modem or wireless modem (the equipment), such equipment will remain the property of IASL. You agree to return any equipment owned by IASL to IASL, upon demand, within 10 business days of a request by IASL, or following a cancellation date. I

If the service is cancelled for any reason, you must return the equipment, by calling 416 853 1000 option 1 to make arrangements to have the equipment returned to your Service Provider. It is recommended that you return the equipment via Canada Post or Courier. You will need to maintain your receipt from Canada Post or the courier as proof of return. Your Service Provider may request such proof of return

If the equipment is not received within ten (10) working days of the your date of cancellation of the service, an additional non-return fee of \$99.00 or such other amount identified to you by your Service Provider (the "Non-Return Fee") will apply.

If equipment has been provided to you by IASL, you agree to use and maintain such equipment, and all hardware and software delivered to you in compliance with the applicable operating instructions provided by IASL, its agents and/or suppliers, as applicable. You also agree to return such materials, in good repair and working order at your own risk. In the event that such materials are not in good repair and working order upon their return, (subject to reasonable wear and tear) you will be charged an amount equal to the cost incurred by IASL in repairing or replacing such materials. IASL reserves the right to determine what constitutes normal wear and tear. IASL will exercise this discretion fairly. All of your obligations with respect to the equipment, and all other hardware and software delivered to you will survive the expiration or termination of the service agreement with IASL.

You will allow IASL or a designated representative access to the equipment at any time as may be reasonably required by IASL.

14. EQUIPMENT PURCHASED FROM IASL

For the purposes of this section, any equipment sold by IASL are referred to collectively as the "Equipment". The date that the service is activated is referred to as the "Effective Date". The sale of any Equipment shall be final and the Equipment may not be returned or exchanged without IASL's prior consent. Any Equipment sold to you shall be warranted against any manufacturing defect for a period of one (1) year for parts and labour. The warranty period will commence on the Effective Date, as determined by IASL. IASL shall replace any defective Equipment with comparable Equipment in accordance with the terms of warranty provided IASL is advised of the issue within the warranty period. The warranty does not apply to any breakage or defect resulting from accidents or force majeure, any modifications to the Equipment without IASL's authorization, misuse or abuse of the Equipment. In the event of defective Equipment, you agree to notify IASL promptly so that IASL (or a designated representative) can arrange to make the necessary assessment.

15. SPECIAL TERMS AND CONDITIONS RELATED TO SERVICES

15a. Residential Telephone – vSuite Service

The Voice Service you subscribe to is the particular residential voice service identified to you upon placing your order. These services are subject to change in accordance with section 18. You agree to pay all toll charges incurred. Refer to rates at www.iasl.com. See also section 16 Emergency Services 9-1-1 dialing.

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15b. Internet –eSuite Service

The Service you subscribe to is the particular residential Internet service identified to you upon your placing an order with Your Service Provider. The following is a general description of services provided by Your Service Provider, which services are subject to change in accordance with Section 18.

- i. an Internet connection, the speed of which depends on the particular Service offering available to and selected by you;
- ii. depending on the particular Service offering available to and selected by you: (A) unlimited bandwidth usage; or (B) bandwidth usage with a limit on the combined download (from the Internet to you) and upload (from you to the Internet) bandwidth activity. In the case of (B), this limit will be identified to you prior to placing an order with Your Service Provider or made available to you by Your Service Provider from time to time. An additional charge will apply for bandwidth activity that exceeds this limit which will be identified to you prior to or upon placing an order with Your Service Provider or will be made available to you by Your Service Provider from time to time. It is your responsibility to monitor and manage your monthly download and upload bandwidth activity. To allow you to monitor your monthly upload and download bandwidth activity, the Internet Usage Tracker is available upon request. Call eSuite Technical Support 416 853 1000, Option 4 or email noc@iasl.com
- iii. Web mail access;
- iv. 5 megabytes of personal webspace
- v. 1 dynamic IP address
- vi. Network anti-spam filtering
- vii. Network virus scanning of emails
- viii. Modem rental included in the monthly fee. All taxes are extra

15c. Performance Levels

To the extent permitted by applicable law, Your Service Provider does not guarantee or warrant the performance of the Service. Speed is a function of the bottlenecks experienced upon the wider network architecture of the Internet itself. As such Your Service Provider does not guarantee the maximum Service performance (throughput speeds) levels. You understand that any content that you may access through the Service may be subject to "caching" at intermediate locations on the Internet. Similarly, simultaneous use of high bandwidth applications (example, streaming media) by one or more (example, home networking) users may result in an experience that is slower when compared to a single application used by a single user

15d. Included eSuite Internet Service Technical Support:

The Service will include general technical support, 7am to 10pm **M-F** and 9am – 5pm **Saturday** 10am – 3pm **Sunday**

Questions and problems arising from the installation, operation and use of the hardware, other than in relation to the basic connectivity to the Service through supported browsers and supported email software on systems meeting the minimum system requirements, are outside the scope of eSuite.ca Internet Service Technical Support and any such out-of-scope support will be provided only in Your Service Provider's sole discretion. From time to time, Your Service Provider may refer you to third parties and third party websites, including without limitation for training, support, maintenance, hardware and software. You understand and agree that all such references are provided as a courtesy only, are without guarantee, are used at your sole risk, and that Your Service Provider shall not be liable for, and hereby disclaims all liability for, such referrals, third parties and their websites, products and services and any damages arising there from.

You may be eligible to receive, at extra cost, additional telephone technical support in regards to additional applications not supported through the included eSuite.ca Internet Service Technical Support.

- **Minimum System Requirements and Your Equipment.** It is your responsibility to ensure that your computer system meets the current minimum system requirements made available to you by Your Service Provider and indicated at www.esuite.ca/minreq as being necessary to use the Service. From time to time, the minimum system requirements may change, and you will be duly notified of any such change in accordance with Section 18 of this Service Agreement. Accordingly, unless you update your computer equipment, it may cease to be adequate to access the Service. In such event, your sole remedy will be to terminate this Service Agreement, in accordance with Section 4 hereof.
- **Installation Appointments.** In no event will Your Service Provider be responsible for any claims, damages, losses or expenses, including without limitation lost wages or missed work, in the event that an installation appointment for the Service is missed, either by Your Service Provider. It is your responsibility to create data backups before the installation. Your Service Provider or its agents will not be held responsible for any loss of data.

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15e. vSuite - VOIP Service

(i) **Service Limitations:** You acknowledge and understand that the Service is not a telephone service. The Service connects to the Internet, and not a telephone line. There are **IMPORTANT DIFFERENCES** between telephone service and the Service offering provided by IASL as set out in these Terms and Conditions.

(ii) **Normal residential, non-commercial use of Service and equipment** If you have signed up for the Service, the Service and any equipment are provided or sold to you as a residential user. They are for personal, residential, non-business and non-professional use. To further clarify, you agree that you cannot use the Service for any commercial activities, profit-making or non-profit, including but not limited to home office, sales, telemarketing, autodialing, extensive call forwarding, fax broadcast, long holding time applications or any other activity that would be inconsistent with regular residential usage. It is prohibited to transfer or resell the Service or the equipment to any other person, for any purpose. It is your responsibility to inform us if the device has been stolen or there is any fraudulent use of the Service. Until such notification is received, you are liable for all use of the Service.

(iii) **Use of Service outside Canada** If you are to access or use the Service or the equipment outside Canada, you will do so at your own sole risk. This includes the risk that such activity violates local laws or regulations in the country where you are doing so, and you remain liable for all such use. It is your responsibility to ensure that such access or use is legally permitted and also to ensure that the movement of equipment into another country does not violate any export control law. You agree to hold IASL harmless against any liability for such violation.

16. EMERGENCY SERVICES 9-1-1 DIALING

Description: Voip services allow you to make or receive calls over the Internet to or from the public switched telephone network. The nature of VoIP telephone calls, while appearing similar to traditional telephone calling services, creates unique limitations and circumstances, and you acknowledge and agree that differences exist between traditional telephone services and VoIP services, including the lack of traditional 911 emergency services

911 Service Because of the unique nature of VoIP telephone calls, emergency calls to 911 through your VoIP service will be handled differently than traditional phone service. The following provisions describe the difference and limitations of 911 emergency calls and you hereby acknowledge and understand the differences between traditional 911 service and VoIP calls with respect to 911 calls placed to emergency services from your account as described below.

Placing 911 calls: When you make a 911 emergency call, the VoIP service will attempt to automatically route your 911 call through a third-party service provider to the Public Safety Answering Point (“**PSAP**”) corresponding to your address of record on your IASL account. However, due to the limitations of the VoIP telephone services, your 911 call may be routed to a different location than that which would be used for traditional 911 dialing. For example, your call may be forwarded to a third-party specialized call centre that handles emergency calls. This call centre is different from the PSAP that would answer a traditional 911 call which has automatically generated your name, address and telephone number to the call centre.

911 How your information is provided: The VoIP service will attempt to automatically provide the PSAP dispatcher or emergency service operator with your name, address, and telephone number associated with your account. However, for technical reasons, the dispatcher receiving the call may not be able to capture or retain your name, phone number or physical location. Therefore, when making a 911 emergency call, you must immediately inform the dispatcher of your location (or the location of the emergency, if different) If you are unable to speak, the dispatcher may not be able to locate you if your location information is not up to date.

911 Correctness of Information: You are responsible for providing; maintaining and updating correct contact information (including name, residential address, and telephone number) with your account.

911 Connection Time: For technical reasons, including network congestion, it is possible that a 911 emergency call will produce a busy signal or will take longer to connect when compared with traditional 911 calls

911 Disconnections: You must not disconnect the 911 emergency call until told to do so by the emergency operator, as the operator may not have your number or contact information. If you are inadvertently disconnected, you must call back immediately

911 Inform Other Users: You are responsible for notifying, and you agree to notify any user of potential users of your VoIP services of the nature and limitations of 911 emergency calls as described herein.

911 CALLS MAY NOT FUNCTION For technical reasons, the functionality of 911 VoIP emergency calls may cease or be curtailed in various circumstances, including but not limited to:

Failure of the service or your service access device - if your system access equipment fails or is not configured correctly, or if your VoIP service is not functioning correctly for any reason, including power outages, VoIP service outage, suspension or disconnection or your service due to billing issues, network or internet congestion, or network or Internet outage in the event of a power, network or Internet outage; you may need to reset or reconfigure the system access equipment before being able to use the VoIP service including for 911 emergency calls; and changing locations to a location other than that described in your account information or otherwise on record with IASL.

17. Limitation of Liability and Indemnification

In the event of any breach by IASL, its affiliates, suppliers, or agents, including any breach of a fundamental term or any negligence, your exclusive remedy shall be to receive from IASL payment for actual and direct damages to a maximum amount of one hundred dollars (\$100.00). Other than the foregoing remedy, under no circumstances shall IASL or its officers, directors or employees be held liable to you or any third party for:

- i. Any direct, indirect, special, exemplary, punitive or consequential damages, including, without being limited to the following, property damages, lost profits, loss of business opportunities, that result in any way from the use of IASL services, or any part thereof, by the installation of its services and/or equipment by IASL, its agents and/or suppliers, by you or any other person through their account, or any claim or demand against IASL by any other party.
- ii. Any claim, damage, or loss (including but not limited to profit loss),
- iii. Any damage as a result of service outage, data loss.
- iv. Although changes in phone numbers and service arrangements are not anticipated, IASL cannot warrant against them.
- v. Notwithstanding any other provisions, IASL shall not be liable for failure or interruption of its services if due to causes or events beyond its reasonable control.

You hereby waive any and all such claims or causes of action, arising from or relating to any service outage and/or inability to dial 911 from your phone line or to access emergency service personnel unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of IASL. Subject to the provisions of this agreement, IASL does not provide any other warranties of any kind either express or implied, including without limitation the warranties of merchantability and fitness for a particular purpose.

You agree to defend, indemnify, and hold harmless IASL, its officers, directors, employees, affiliates, agents, legal representatives and any other service provider who offers services to you or IASL in relation with the present agreement or the service provided, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, legal fees and expenses) by, or on our behalf, any third party or user of your service relating to the absence, failure or outage of the service, including 911 dialing and/or inability of you or any third party or user of your service to be able to dial 911 or to have access to emergency service personnel, as well as any misroutes of 911 calls, including but not limited to their provision of incorrect information to IASL in connection therewith.

18. Changes; Amendments

To the extent permitted by applicable law, Your Service Provider may modify the Service, this Service Agreement, or any other document that forms part thereof, at any time and from time to time, with or without your consent or authorization, including but not limited to modification or amendment of Service Fees or any Service feature. Your Service Provider will notify you of any amendment or change to this Service Agreement or of any material change to the Service in advance by posting notice of such change at www.agreements.esuite.ca, by sending you notice via email or by using any other notice method that will likely come to your attention. You agree to go to www.agreements.esuite.ca periodically and to review this Service Agreement to be aware of such modifications. Nothing in this Service Agreement shall be construed as obligating you to accept receipt of the Service after any change is made to the Service or this Service Agreement; however, your sole remedy in the event that you do not wish to accept such change shall be cancellation of the Service (and termination of this Service Agreement) including the payment of any Termination Charges or other charges that may apply.

Should you continue to use the Service after such change is effective, to the extent permitted by applicable law, such use shall be deemed to be your acceptance thereto and you expressly agree that no additional written agreement or express acknowledgement shall be required to accept such change.

Your Service Provider may, in its sole discretion and without your consent, migrate you to other networks and platforms or change its suppliers, as and when it becomes necessary. Without limiting the generality of the foregoing, Your Service Provider may affect such a migration or change in suppliers in order to maintain, upgrade or enhance the performance of the Service and other deliverables provided to you hereunder, to ensure continuity of the Service and the integrity of Your Service Provider's network, and/or to comply, as necessary, with manufacturers' requirements. You expressly agree that any such migration or change does not constitute amendment or material change to this Service Agreement or to the Service. You agree that you cannot change this Service Agreement and that no representative of your Service Provider is authorized to do so unless specifically instructed by your Service Provider.