

## TELEPHONE SERVICE AGREEMENT – Terms & Conditions

The following terms and conditions apply to T-ONE CORPORATION ("T-ONE") provision of phone telephony service (the "Service"), and sets out the basic rights, obligations and limitations of T-ONE to its subscribers (each a "Subscriber"). All of the terms and conditions contained herein (hereinafter referred to as "Terms") bind both T-ONE, and the Subscriber, and are subject to change from time to time, at the sole discretion of T-ONE, without any prior notice to the Subscriber.

### 1. Service

a) You acknowledge and understand that the Service is not a traditional 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 T-ONE, as set out in these Terms and Conditions.

b) All the Services are provided "as is" without any warranties or conditions of any kind other than as expressly provided for herein. While we strive for perfection and typically maintain 99.99% or better network availability, we do not guarantee that our Services will be uninterrupted or available at all times. We are also not liable for any harm, damages, and expenses, loss of profits or opportunities that are caused through the use or reliance on our services, regardless of cause. All of our responsibilities and obligations, with respect to the delivery of the Services, are more particularly limited below.

### 2. 911 Service Information and Limitations

No Emergency Calls. There are important differences between traditional telephone line (PSTN) and T-ONE (VoIP) services for business. The VoIP for business services are not required to offer access to Emergency Services under any applicable local and/or national rules, regulations, or law. T-ONE's softphones and VoIP services are not intended to support or carry emergency calls. You acknowledge and agree that: it is your responsibility to purchase traditional wireless (mobile) or fixed (PSTN) telephone line that allow calls to Emergency Services, and T-ONE VoIP services are not a replacement for traditional telephone services.

### 3. Phone Service

The Terms apply to the Service, being more particularly Internet Voice Over IP local phone service. The Subscriber may use the Service for long distance calling or local calling, provided that the Subscriber does so in compliance with all applicable laws and the terms herein. The Subscriber acknowledges that he/she is the person authorized to subscribe for the Service. The Service may only be used by the Subscriber and all persons having the Subscriber's permission to use the Service. The Subscriber may only use the Service for voice telephone calls to mobile or landlines, as the Service cannot be used for Internet connections, faxing or other data transmission. The Service may include long-distance calling, for a set annual fee,

to specific destinations. Calls to other destinations will be billed monthly, at rates determined by T-ONE from time-to-time, and available on our website. By subscribing for the Service you agree not to use the Service for an illegal purpose, violating any law, making annoying or offensive calls, or interfering with other Subscribers' Service. You further agree not to resell, transfer, or share your service.

#### 4. Charges, Billing and Payment

##### a) Obligation to Pay

The Subscriber is responsible for paying all charges, plus all applicable taxes thereon, for the Service, including for all calls: (i) made via the Subscriber's telephones or telecommunications systems; and (ii) which are charged to the Subscriber's account. The Subscriber is responsible for the security of the Subscriber's authorization codes, and access to the Subscriber's telephones and telecommunications systems.

##### b) Declined or Late Payments

Credit card charge-backs will incur a \$50 administration fee. T-ONE reserves the right to charge a \$50 administration fee for all accounts remitted to collection. Once the account is placed with a collection agency a 2% per month interest (24% Annum) will be applied to the overall outstanding balance until such time that the balance is cleared. Calls to Toll Free numbers will be billed at our North American long distance rate. Calls to mobile phones in some overseas destinations are billed at higher rates. Rates are listed on our website. Your rates may be different based on your package. If you have received equipment or software from T-ONE for the purpose of providing you the Services, you will be billed for these devices. These are typically but not limited to handsets, modems, VoIP telephone adapters and routers, etc that are reasonably required to provide you with the Services.

##### c) Charges will commence as of the Activation Date of the Service(s)

i) Payment is due in advance, on the first day of the month. User accounts are required to be paid through automatic payments such as credit cards, bank debit cards or electronic fund transfers through online banking. The Subscriber authorizes T-ONE to make such charges against such credit card or bank account to satisfy all charges for the Services. T-ONE will charge the Subscriber's credit card or bank account for charges for the Service in advance, commencing on the date of activation of the Service (pro rata for the remaining days in such month) and thereafter, an amount equal to one month payment for the Service will be taken from the Subscriber's credit card during the period from the first day of the month of service until the last day of the month of service, on a monthly basis or as stipulated by T-ONE, unless payment has been received on or prior to that date through online banking arrangements made by the Subscriber or by other means.

ii) You shall pay in full all applicable monthly service rates, access fees, usage charges, programming fees, equipment rental fees, equipment purchase fees, installation fees, monthly recurring fees, and other amounts, fees and charges, if any, together with all applicable taxes, noted in these terms or identified to you when you subscribe for our

services, purchase or rent equipment, or as otherwise identified to you by T-ONE from time to time. T-ONE will bill you monthly in advance, and you are liable for and shall pay T-ONE when due, on a monthly basis on all invoiced charges.

iii) If you are paying by online banking, we will still require authorization to charge your fees to your credit card. However, we will not do so if we receive your monthly fees, by the first of the month. This may require you to process payment before that date, to ensure that it is received in our accounts by the first of the month. If we have not received your fees by the first of the month from your bank account, we will charge your credit card the amount owing.

iv) Any user account that is 15 days past due, for reasons including the decline of the payment under the credit card which T-ONE has on file, shall be subject to a \$10 fee. Any user account that is 20 days past due will be suspended until payment has been received. Accounts more than 45 days past due will be terminated and subject to reasonable collection fees. Any resumption of Services shall include an installation fee of \$75.

v) The Subscriber must bring payment inquiries and disputes to T-ONE's attention within 10 days after the charge for the Service has been paid, or the Subscriber will be deemed to have accepted such charges as accurate in all respects.

## 5. Service Interruption

(a) T-ONE may interrupt the Service to the Subscriber at any time, for any duration of time, without any notice or liability, in order to install, inspect, repair, replace or to perform necessary maintenance on the telecommunications equipment, facilities or network, or for other technical reasons as may be required.

(b) You may find the need to contact our customer service department. We do not accept collect calls. T-ONE service is provided to the Subscriber on a best-efforts basis. The Subscriber acknowledges that the Service requires high-speed Internet connectivity. Poor or lack of Internet connectivity, power failure, VoIP blocking, computer viruses and the like ("Connectivity Issues") will cause service interruption and or failure of the Service to function. It is the responsibility of the Subscriber to remedy any Connectivity Issue.

(c) T-ONE is not liable for:

(i) any disruption or unavailability of the Service;

(ii) any act or omission of any third party (including any other local telephone company, any connecting carrier or underlying carrier or other provider of connections, facilities, or Service);

(iii) the Subscriber's conduct, acts or omissions, or the operation or failure of the Subscriber's equipment or facilities;

(iv) any event beyond the reasonable control of T-ONE including acts of God, inclement weather including lightning, labour disputes, riots or civil disputes, war or armed conflict, any

law, governmental order, decision or regulation, or order of any court of competent jurisdiction;

(v) its failure, for any reason, to activate the Service on the activation date Subscriber requested; or

(vi) any charges by third parties including other telephone companies or wireless carriers for services they may have rendered in lieu of T-ONE service.

(d) There is no express or implied warranty or condition, whether of merchantability, fitness for a particular purpose, or otherwise, with respect to the Service. In subscribing for the Service, the Subscriber obtains no proprietary right or interest in, any particular facility, service, equipment, telephone number or code associated with the Service other than such equipment as the Subscriber may have purchased from T-ONE in connection with the Service.

The Subscriber agrees to indemnify and hold harmless T-ONE against all claims, including fees and expenses of counsel, resulting from the Subscriber's use (or the use by others with the Subscriber's explicit or implicit consent) of the Service, the Subscriber's codes, facilities or equipment, which cause direct or indirect damage or harm to another party or to the property of another.

#### 6. Suspension or Termination of Services by T-ONE

(a) Without incurring any liability whatsoever, T-ONE may suspend or terminate the Service for any reason whatsoever, including, without limitation, where the Subscriber:

(i) fails to pay an account that is past due, or Subscriber's payment is declined or otherwise not paid in full when due or is not honoured by Subscriber's bank and any security deposits are insufficient to satisfy outstanding balances, by the 20th day following the payment due date;

(ii) violates any provision of these Terms;

(iii) uses or permits others to use the Service for a purpose, or in a manner that is contrary to law; or for the purpose of making harassing, threatening, abusive, annoying or offensive calls;

(iv) charges or allows others to charge any other person for the use of the Service without T-ONE's prior written agreement;

(v) harasses, threatens or otherwise acts unreasonably towards T-ONE, its employees or agents, in relation to the Service;

(vi) alters or otherwise interferes with T-ONE's facilities or equipment, or fails to replace or modify equipment or facilities which may harm, damage, interfere or pose a danger to others, the Service, or T-ONE's equipment, facilities or network;

(vii) fails to provide payment for other accounts with T-ONE;

(viii) uses or permits others to use the Service for resale;

(ix) abuses the network with excessive usage as may be determined by T-ONE, pursuant to our Fair Usage Policy set out herein; or

(x) uses or permits others to use the Service for Call Centre use unless otherwise permitted in writing by T-ONE.

(b) A suspension or termination will not affect the Subscriber's obligation to pay any amounts owed to T-ONE either during, or after, the suspension or termination. Should reactivation of services be required, T-ONE will levy a reconnection fee of \$75.

(c) Where the Service is cancelled, either by the Subscriber or by T-ONE as provided herein, and there is an undisputed credit balance in excess of \$10 on the Subscriber's account, the Subscriber may require that it be refunded to the Subscriber and T-ONE reserves the right to charge a reasonable processing fee in connection with issuing refunds.

#### 7. Subscriber's Right to Terminate Services and Cancellation

Subscribers shall only be liable for the charges used up to one month after their cancellation date. The Subscriber must formally and personally request cancellation at least thirty days prior to the expiration date in accordance with Section 23. Third party termination requests are not acceptable.

#### 8. Telephone Number Portability

You authorize T-ONE throughout the term of your Service, and provide T-ONE with express consent herein, to:

(a) transfer your phone number to T-ONE's preferred carrier partners and vendors as may be required from time-to-time without further consent by you,

(b) transfer your phone number to T-ONE upon request by you; and

(c) transfer your phone number from T-ONE to an alternate carrier of your choosing upon request by you.

#### 9. International Boundaries & Rate Variations

Calls to some countries may have higher rates due to international boundary and sovereignty disputes. Examples are territories such as Kashmir India, West Bank Israel, & Gaza Israel to name a few. Rates will be determined based on the area code being dialed and not the Country label. Call T-ONE if you are unsure.

#### 10. Changes, and Modifications of the Services

## I. Not applicable to Newfoundland and Québec

We may change, at any time, any charges, features, content, functionality, structure or any other aspects of the Services or the Terms upon notice to you by bill message, text message, letter or e-mail. If you do not accept such change, your sole remedy is to terminate the affected Services within 30 days of your receipt of our notice of change (unless we specify a different notice period), by providing us with advance notice of termination pursuant to Section 23.

## II. Applicable only to Newfoundland and Québec

We may change, at any time, but upon no less than 30 days' prior written notice to you, any charges, features, content, functionality, structure or any other aspects of any of the Services, as well as any term or provision of the Terms relating to that Service. The written notice will be provided to you by bill message, text message, letter or e-mail and will contain the new or amended term or provision, the former version of that term or provision (if applicable), the date that the amendment will come into force, and your rights which are described as follows. If a change to a Service entails an increase in your obligations or a decrease in our obligations and if you do not accept such a change, you may terminate the affected Services by providing us with notice of termination pursuant to Section 23 no later than 30 days after the amendment takes effect.

For plans that include free calling to a specific country or groups of countries, T-ONE may at any time remove certain countries from the calling plan as may be required from time-to-time due to; economic conditions, regulatory, international turmoil, call termination issues, or an increase in the international call termination rates associated to a destination.

## 11. Subscriber Confidentiality and Privacy

a) Before you begin to use the Service, you will be asked to register as a Subscriber. To complete the registration, you will need to give us some information about yourself, including, but not limited to, your name, Email address, zip code, postal code, age, and occupation. T-ONE is collecting this information and we retain ownership of it.

b) Unless prohibited by law in your jurisdiction, T-ONE believes that knowing more about you will enable us to serve you better. It allows us to communicate with you about the Service, news and promotions, and to personalize the Service we offer you. Information that you provide to T-ONE is kept confidential. Your information is for the use of T-ONE and its subsidiaries. It is not shared with any other third party, unless as may be required by law.

c) Personal information collected in connection with the provision of the Service may be stored and processed, in or outside Canada, and may be subject to the laws of other jurisdictions. Unless you provide express consent, or disclosure is required pursuant to a legal power, all information regarding you kept by us, other than your name, address and listed telephone number, is confidential and may not be disclosed by us to anyone other than:

- you;

- a person who, in our reasonable judgment, is seeking the information as your agent;
- another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis, with the information to be used only for that purpose;
- a company involved in supplying you with telephone or telephone directory-related services, provided the information is required for that purpose and disclosure is made on a confidential basis, with the information to be used only for that purpose;
- an agent retained by us in the collection of your account or to perform other administrative functions for us, provided the information is required for and used only for that purpose;
- an agent retained by us to evaluate your creditworthiness, provided the information is required for and is to be used only for that purpose;
- a law enforcement agency whenever we have reasonable grounds to believe that you have knowingly supplied us with false or misleading information or are otherwise involved in unlawful activities;
- a public authority or agent of a public authority if, in our reasonable judgment, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information; or
- a public authority or agent of a public authority, for emergency public alerting purposes, if a public authority has determined that there is an imminent or unfolding danger that threatens the life, health or security of an individual and that the danger could be avoided or minimized by disclosure of the information.

d) Express consent to disclosure may be obtained as follows:

- by written consent;
- by oral confirmation verified by an independent third party;
- by electronic confirmation through the use of a toll-free number;
- by electronic confirmation via the Internet;
- by oral consent, where an audio recording of the consent is retained by us; or
- by consent through other methods, as long as an objective documented record of your consent is created by you or by an independent third party.

e) Service apps send us your unique device serial or identification numbers so that we can keep track of how many times the app is being installed and on which devices. For Apple Inc., we use the UDID and for Android we use IMEI.

## 12. Rate Changes

T-ONE reserves the unilateral right to change, modify, increase, decrease, or add surcharges, connection fees as may be required from time to time.

## 13. Promotions

T-ONE may, at its sole discretion, promote T-ONE services from time to time through a variety of media channels. This may include free services for a specific period of time (promotional period). After the promotional period the Subscriber will be billed for services automatically. The Subscriber must call T-ONE before the promotional period has elapsed and request to cancel future service. All cancellations must be verbal to Customer Service.

## 14. Fair Usage Policy

T-ONE's plans and features are to be used for regular, non-Call Centre use only, and only by the account holder, at the place of residence listed under the account holder. If your service plan allows you to use your service from other locations through a particular device or application, all use under that service plan is aggregated and must conform to normal regular, non-Call Centre use.

Because over 95% of T-ONE unlimited calling plan customers use less than 3000 minutes monthly per line, and do not have any unusual usage patterns, a customer's aggregate usage may be considered outside of normal and reasonable use if it exceeds 3000 minutes monthly per line in combination with other factors that may adversely impact other T-ONE customers or the T-ONE network.

All T-ONE plans have maximum reasonable call duration of 1 hour per call, after which time the call will be disconnected. Unlimited plans are subject to an aggregated limit (outgoing, call forwarding, conferencing etc) of all usage and features of 3000 minutes per line during each monthly billing cycle for inclusive calls. Incoming and T-ONE to T-ONE calls are excluded from this policy. All Unlimited Phone Plans do not include calls to the Yukon, Nunavut, N.W.T., Alaska, Hawaii and Independent Rate Centres serving some rural areas . Unlimited usage is governed by our Fair Usage policy to prevent abuse.

T-ONE reserves the right to either suspend your Service and offer you an alternative call plan, or terminate your Service, if we determine, in our sole and absolute discretion, that your use of the Service or at any time was, inconsistent with normal average usage patterns of other T-ONE customers. All usage over 3000 minutes monthly per line will be billed on a per minute basis, based on the rates for the destination country being called. If we deem your use of our Services is for Call Centre use, you will be required to pay our per minute rates. Where permitted by law customer may cancel.



## 15. Equipment

a) "Equipment" means any device, equipment or hardware used to access the Services, or used in conjunction with the Services, purchased or rented from T-ONE.

b) Except for Equipment that you have fully paid for, all Equipment installed or provided by us remains our property and you agree that:

- you will take reasonable care with such Equipment;
- you may not sell, lease, mortgage, transfer, assign or encumber such Equipment;
- you may not re-locate such Equipment without our knowledge and permission; and
- you will return such Equipment to us at your own expense upon termination of the Services to which the Equipment relates.

c) If such Equipment is lost, stolen or damaged, or sold, leased, mortgaged, transferred, assigned, encumbered or otherwise not returned within five business days of the cancellation date regarding your Services, you agree to pay us the undiscounted retail value of such Equipment, together with any costs incurred by us in seeking possession of such Equipment. You must immediately notify us by contacting our Customer Support (1-888-986-TONE (8663) or support@t-one.ca) if your Equipment is lost, stolen or destroyed.

d) In the case of rental Equipment, if you have paid a security deposit, it will be returned to you upon cancellation of your Service, or at the end of ten months, whichever shall be the first to occur. In the case of cancellation you will be refunded your security deposit, provided that the Equipment is returned in good working order, subject to normal wear and tear. If you are entitled to receive your security deposit back at the end of ten months, T-ONE will reimburse you for the security deposit by applying the amount as a credit against your next month's invoice.

## 16. Return Policy

a) We offer a 15 day 'Trial and Money Back Guarantee' on our Service. The 15 day trial period (the "Trial Period") starts when your Service has been activated. If you are not satisfied with the Service and wish to return the Equipment, which you have purchased or for which you have made a deposit, you may return the Equipment immediately following the end of the Trial Period.

b) No other fees for services, installation or Equipment are refundable. Where Equipment is defective, as determined by T-ONE, and returned to T-ONE in accordance with our policy, the Equipment will be either repaired or exchanged at no cost, subject to the terms hereof.

c) For all returns and exchanges, you will be required to provide the following:

i) The original receipt (invoice) from your purchase.

ii) The Equipment properly replaced in the original packaging, including all items originally included by the manufacturer (including all manuals and accessories).

iii) Contact information provided when the order was placed (name, address & postal code, phone, email).

d) Please note that you are responsible for all return shipping charges when returning Equipment or requesting a replacement.

e) While all orders are checked for accuracy and completeness before leaving the warehouse, it is your responsibility to review the contents of your order when received.

f) You will receive an e-mail within seven business days of us receiving your returned item(s), confirming receipt, and that the refund will be made to your credit card or bank account, where applicable.

## 17. Equipment Returns

T-ONE will repair or replace any defective equipment relating to the Service purchased new by you from T-ONE, for a period of one year from the date of your receipt of such equipment. There are two procedures for the repair or replacement of such equipment:

I. You can notify us by phone or email that you have an issue with such equipment (the "Returned Equipment"). Once you have done so, and assuming we have not been able to troubleshoot and resolve your issue through communications with you, you can ship your Returned Equipment to us for examination and repair, with your ID number. This process can take up to two weeks, and is as follows:

a) You will ship the Returned Equipment, packaged in bubble packing, to T-ONE at your cost, and upon receipt we will test the Returned Equipment.

c) If the issue arose due to physical damage caused by you, which T-ONE acting reasonably determines, we will notify you and give you the opportunity to purchase replacement equipment (the "Replacement Equipment"). You will be charged for the Replacement Equipment, including shipping.

d) If the Returned Equipment is in fact determined by T-ONE to be defective, we will ship you the Replacement Equipment, at our cost, and credit you the shipping costs you incurred sending the Returned Equipment to T-ONE.

e) If there are no issues with the Returned Equipment and they work under our test conditions, we will return the Returned Equipment at your cost and reimburse ourselves for the shipping cost.

II. Once you have notified us by phone or email, and assuming we have not been able to troubleshoot and resolve your issue through communications with you, you can elect to have

us immediately ship you the Replacement Equipment, before we have received or tested your Returned Equipment. In this way you can continue to enjoy your Service without prolonged interruption during the return and review process which can take up to two weeks. In this case the following applies:

a) After you have notified us by phone or email that you have an issue with your Returned Equipment, we will immediately ship you the Replacement Equipment, and charge your account for the cost of the Replacement Equipment and shipping. This amount will be refundable as provided below.

b) You will be required to ship the Returned Equipment to T-ONE at your cost, and upon receipt we will test the Returned Equipment.

c) If the issue arose due to physical damage caused by you, which T-ONE acting reasonably determines, we will do nothing further and you will be able to keep the Replacement Equipment, which will be considered bought and paid for by you.

d) If the Returned Equipment is in fact determined by T-ONE to be defective, we will fully refund you the amount in charged under subparagraph a), as well as your cost of shipping the Returned Equipment to us.

e) If there are no issues with the Returned Equipment and they work under our test conditions, we will keep the Returned Equipment and refund you the cost of the Replacement Equipment, less any parts that may be missing from the original Returned Equipment package.

The one year period referred to above shall apply to both the original Equipment purchased from us and any Replacement Equipment, so that this provision shall not apply beyond the end of the first year following the purchase of the original Equipment.

Please note that if you make a change to the shipment address for the Equipment, after you have signed up and we have shipped the Equipment, resulting in the need to reship the Equipment, there will be an added cost for this reshipment.

## 18. Telephone numbers

If you were assigned a telephone number from T-ONE, this number may, at T-ONE's sole and absolute discretion, and subject to applicable law, be assigned to another Subscriber at a later date after you no longer use the Service. Transferring phone numbers to T-ONE (LNP) is possible only in T-ONE serving territory. If you decide to transfer your existing phone number to T-ONE from another telephone provider, it is possible that your service will be interrupted in certain circumstances while the transfer is in process. Specific LNP instructions are listed in the LNP web page under "My Account".

## 19. No Directory Listing

T-ONE does not automatically provide directory listings. Directory listings may be available in select serving areas and by request only.

## 20. Resolutions

The T-ONE customer service department is here to assist you and respond to your questions and issues. We also endeavor to record and archive phone calls for quality and training and in the event that you request a copy of any verbal agreements. Upon written request, we can provide you archived call recordings for dispute resolution. However, in the event the dispute resolution is in T-ONE's favor, a \$25 fee per recording will apply.

## 21. Account Investigations

Whenever it is necessary for T-ONE to retrieve information or documents, or to have others retrieve information or documents relating to your account (including such things as call recordings and call logs) as a result of a complaint or request that is initiated directly or indirectly by you or on your behalf, T-ONE may charge you a fee of \$175, which T-ONE may choose to waive depending on the information or documents retrieved.

## 22. Service Incompatibility

a) Security Systems: The Phone service may not be compatible with security systems. You may be required to maintain a telephone connection through your local exchange carrier in order to use any alarm monitoring functions for any security system installed in your business. You are responsible for contacting the alarm monitoring company to test the compatibility of any alarm monitoring or security system with your Phone service.

b) Fax Machines: The Phone service is not configured to provide fax service.

c) Relocating & International Destinations: Some countries block Voice Over IP (VoIP) services and your T-ONE Phone service may not work if you relocate it to a country that blocks VoIP service. T-ONE assumes no liability due to blocked VoIP traffic.

## 23. Termination Notice

I. Not applicable to Newfoundland and Québec:

Unless otherwise permitted by applicable law:

- you may terminate any or all of your Services at any time by contacting T-ONE at the phone number set out on the T-ONE website at [www.t-one.ca](http://www.t-one.ca); and
- T-ONE may terminate any or all of your Services or accounts upon no less than 30 days' advance notice to you at your billing address, which may be an email address provided by you to T-ONE for billing purposes, subject to Section 29 below.

If you terminate any Services, or we terminate any Services, applicable charges continue to apply until the end of the notice period or until the Services are no longer accessible by you, whichever is later.

## II. Applicable only to Newfoundland:

Unless otherwise permitted by applicable law:

- you may terminate any or all of your Services at any time by contacting T-ONE at the phone number set out on the T-ONE website at [www.t-one.ca](http://www.t-one.ca);
- T-ONE may terminate any or all of your Services or accounts upon no less than 60 days' advance notice to you at your billing address, which may be an email address provided by you to T-ONE for billing purposes, unless you are in default of one of the events of default described in Section 29 below; and
- if your account has a credit balance over \$10 at the time of termination, then we will refund that balance to you within 60 days of the date of termination.

If you terminate any Services or we terminate any Services, applicable charges continue to apply until the date of the notice or a future date specified therein (if applicable), whichever is later.

## I. Applicable only to Québec:

Unless otherwise permitted by applicable law:

- you may terminate any or all of your Services at any time by contacting T-ONE at the phone number set out on the T-ONE website at [www.t-one.ca](http://www.t-one.ca); and
- T-ONE may terminate any or all of your Services or accounts upon no less than 60 days' advance notice to you at your billing address, which may be an email address provided by you to T-ONE for billing purposes, unless you are in default of one of the events of default described in Section 29 below.

If you terminate any Services, or we terminate any Services, applicable charges continue to apply until the date of the notice or a future date specified therein (if applicable), whichever is later.

## 24. General Terms

(a) Enurement/Assignment: These Terms are binding upon and shall ensure to the benefit of the parties and their respective successors, heirs, executors, administrators, personal representatives and permitted assigns; provided, however, that the Subscriber shall not assign or transfer its rights or obligations under these Terms without the prior written consent of T-ONE.

(b) Notices: Notices shall be in writing and delivered by personal delivery or certified or registered mail to the last address provided by the Subscriber.

(c) Unenforceable Provisions: If any part of these Terms shall be invalid or not enforceable under applicable law, such part shall be ineffective to the extent of such invalidity or unenforceable part only, without in any way affecting the remaining parts of these Terms.

(d) Governing Law: These Terms and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the province of Ontario, and the federal laws of Canada applicable in such province. Each of the parties hereto agrees that the Courts of Ontario shall have exclusive jurisdiction to entertain any action or other legal proceedings based on any provisions of these Terms. Each party hereto does hereby attorn to the jurisdiction of the Courts of the Province of Ontario. Local laws may apply in some jurisdictions.

(e) Entire Agreement: These Terms set forth the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all previous discussions, negotiations and agreements.

(f) French: The Subscriber confirms that it wishes to have these Terms written in English only. Les parties aux présents confirment leur volonté que la Convention relative aux services de voix soit rédigée en langue anglaise seulement.

Subscriber:

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_