



TERMS and CONDITIONS

1. SERVICE

a. Acceptance of Terms:

Iristel reserves the right to change, modify, update prices (Price Plans, Features, special numbers, etc.) add or remove portions of the Terms of Service at any time without direct notification to subscribers. The Customer must check these Terms of Service for changes. The Customer's continued use of this website and of the Iristel service following the posting of changes to the Terms of Service will be considered an acceptance of those changes.

b. Term: Service is offered on a month-to-month basis or under a fixed service term. Monthly fees are pro-rated based on the specific sign up date during the activation month. Your acceptance of services from us constitutes your agreement with, and acceptance of our Reasonable Use Policy <http://www.iristel.ca/reasonable-use-policy/>. Customers may benefit of special promotions upon retaining Iristel services for a fixed term, as listed on the official website (www.iristel.ca). Iristel shall deem the entire cost of providing hardware and/or service discounts covered, upon Customer's fulfillment of the agreed service period. Subsequent terms of this Agreement will be renewed automatically on a month-to-month basis. Customer is responsible for all the service fees to date of termination, including but not limited to unbilled charges, plus a termination fee, if applicable; all of which become due and payable immediately once the Customer provides notice. It is also the Customer's sole responsibility to verify and review their monthly invoices and periodically check-in on the status of their account. If the Customer notices any discrepancies, the Customer is responsible to immediately notify Iristel of any required changes. Grace Period For cancellation of service within the initial thirty (30) days from the activation date ("Grace Period"), responsibility for the monthly charges and an early termination fee, if applicable, shall be waived. The Customer will continue to be liable for non-recurring charges and usage charges incurred during the Grace Period, which shall be become due and payable immediately once the service is terminated.



c. **Commercial Use of Service and Device:** Iristel services and devices are provided for use by the Customer. The Customer cannot resell or transfer Iristel's services or devices to any other person for any purpose, without the express and written permission of Iristel in advance.

d. **Lawful Use of Iristel's Services and Devices:** The Customer agrees to use Iristel's services and devices solely for lawful purposes. Iristel's services cannot be used for transmitting or receiving any illegal, harmful, threatening, abusive, harassing, defamatory, obscene, sexually explicit, profane, racially or ethnically disparaging remarks or otherwise objectionable material of any kind. This includes, but is not limited to, any material that encourages conduct that would constitute a criminal offence, give rise to a civil liability, or otherwise violate any applicable local, state, provincial, national or international law. Iristel reserves the right to terminate service immediately and without advance notice if the Customer violates the above restrictions. Upon such occurrence, the Customer will be responsible for all the service charges to date of termination, including unbilled charges, plus a termination fee if applicable; all of which become due and payable immediately once the service is terminated.

e. **Unauthorized Usage of Iristel's Devices, Firmware or Software:** The Customer acknowledges that he or she is not given by the present Agreement any license to use the firmware or software embedded in the device for any purpose other than that described in the present Agreement, as authorized by Iristel; and that the devices are provided exclusively for the use in connection with Iristel's services. If the Customer decides to use Iristel's services through an interface device not provided by Iristel, Iristel reserves the right to prohibit or disconnect service as deemed necessary.

f. **Tampering with Iristel's Devices:** The Customer agrees not to change the electronic serial number or equipment identifier of any Iristel devices, or to perform a factory reset of the devices, without express prior written permission from Iristel. Iristel reserves the right to terminate service should the Customer tamper with any of the devices, leaving the Customer responsible for the service charges to date of termination, including unbilled charges, plus a termination fee, if applicable; all of which immediately become due and payable.

g. **Theft of Service:** The Customer agrees to notify Iristel immediately, in writing or by calling the Iristel Customer Care Team, if any Iristel device is stolen or if the Customer becomes aware that his or her service is being stolen or used fraudulently. When contacting Iristel, the Customer must provide the Iristel Account Number and a detailed description of the circumstances of the said Iristel device theft or fraudulent use of Iristel services. Failure to do so in a timely manner may result in the termination of the Customer's service and additional charges. Please note that it is the Customers responsibility to secure any credentials provided to them by Iristel.



h. Iristel Equipment: The cost of shipment shall vary depending on destination and package specifications. Return of Equipment Iristel devices shall be returned to the address listed below: Iristel 675 Cochrane Drive, 6th Floor Markham, Ontario, Canada, L3R 0B8 Purchased devices may be returned to Iristel within thirty (30) days of the Line activation provided that:

i) The Customer has retained proof of purchase and original packaging;

ii) Iristel items returned are undamaged and in original condition;

iii) All documentation and packaging materials are returned in good order. It is understood that any device purchased in original condition, unsealed by Customer, has incurred a loss to its initial market value and Iristel reserves the right to charge a \$25.00 restocking fee per returned item. Such fee shall be deducted from the original purchase amount due for refund or applied against the Customer's final invoice, as the case may be. If a Customer receives Iristel cartons and/or devices that are visibly damaged, please note the damage on the carrier's freight bill or receipt and keep a copy. Keep the original carton, all packing materials and parts intact and contact Iristel's Customer Care Team immediately. Warranty coverage varies depending on the type of device chosen. Please refer to the warranty materials included in the packaging of the Iristel device(s). After said thirty (30) day prescribed time limit, all disbursements for purchase of Iristel devices by the Customer will be non-refundable at time of termination of services by the Customer or Iristel. The Customer acknowledges that, under no circumstance, should there be any refund for the shipping charges or the utilization fees. All of these become due and payable immediately when the said devices are returned. The Customer acknowledges that any non-purchased Iristel device (loaned/rented) provided by Iristel for service remains Iristel's property. Iristel loaned and/or rented devices must be returned within thirty (30) from the service termination date to enable account closure and final billing. All items must be returned undamaged and in original condition with all documentation and packaging materials in good order. Should a device not be returned within the thirty (30) days prescribed limit, the full hardware cost will be charged to Customer's account. It is understood that the Iristel devices are subsidized by Iristel and that the true cost of a two port analog unit is \$400.00. The Iristel devices are sold by Iristel exclusively to Iristel customers, and as such the pricing listed on the Iristel's website (www.iristel.ca) represents subsidized rates. In the case of damage to a loaned/rented Iristel device, or upon account closure following non-payment, the full amount of \$400.00 plus applicable taxes will be charged to the Customer's account for the true cost of the device.



i. Number Transfer on Service Termination: Iristel will agree to transfer the number to another Carrier of the Customer's choice upon termination of Iristel's services provided that the account has been properly and lawfully terminated and the Customer's account is completely current, given either of the following two cases: One Line with Iristel If we receive a request from your new Service Provider to terminate the service for a number, we will release the number shortly after notification to Iristel by the relevant Service Provider, given that there are no reasons to reject. Once your service is terminated and the port is completed, you will remain responsible for all charges and fees through the date of termination, including any termination fees if applicable (for non-returned equipment, special number porting out, promotions etc.). If a port is unsuccessful for any reason (stranded services, suspended or inactive account, etc.), your service and your Agreement with us will not terminate; you will remain an Iristel Customer and you will continue to be responsible for all charges and fees associated with your service. More than One Line with Iristel If we receive a request from your new Service Provider to terminate the service for a number, and you have multiple numbers assigned to your account and/or additional devices such as Softphone on your account, you are required to inform us of your intent to terminate all the services on your account prior to the successful completion of the requested port or we will select the most appropriate billing plan for any remaining numbers and/or devices on your Iristel account; and you will continue to be responsible for all the charges and fees associated with the remaining services on your account. Once the port of the requested number is completed, you will remain responsible for all charges through the date of service termination, including any termination fees applicable to the ported number. It is the Customer's sole responsibility to verify and review their monthly invoices and periodically check-in on the status of their account. If the Customer notices any discrepancies, the Customer is responsible to immediately notify Iristel of any required changes.

j. Long Distance Exclusivity It is understood that Iristel will be the Customer's exclusive long distance provider for the time that this Agreement is in force. Iristel has the authority to direct all of the Customer's long distance calls through Iristel's network.

k. Regular Usage Customers must note that any service and/or devices are provided solely for regular residential or commercial use. Usage limitations are subject to the Reasonable Use Policy posted on the website, as amended by Iristel from time to time. The Customer shall not resell or transfer the service or a device to another party without the prior written consent from Iristel. The Customer is also prohibited from using the service or a device for auto-dialing, continuous or extensive call forwarding, telemarketing, fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately terminate or modify a Customer's service if we determine that the use of the service or the device is, or at any time was,



inconsistent with regular residential usage patterns. In addition, the Customer will be required to pay the Iristel standard rates for the entire period in which the use of the service or the device was inconsistent with regular residential or commercial use.

l. Fraudulent calls Customer is solely responsible for the security and integrity of his/her VoIP gateway, and acknowledges that any usage charges resulting from unauthorized access to his/her gateway by a known or unknown party will be invoiced to the Customer.

m. Promotional Packages On occasion, Iristel may offer service promotional packages ("Promotions"). The duration and terms of the Promotions may vary according to the specifications described in the promotional literature or on the website.

n. Proprietary Rights The Customer acknowledges and agrees that all content available on the Iristel website is protected by copyright, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. Except as expressly authorized by Iristel, the Customer agrees not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from such materials or content. Notwithstanding the above, the Customer may print or download one copy of the materials or content on this website on a single computer for personal, non-commercial use, provided that the Customer keeps intact all copyright and other proprietary notices. Systematic retrieval of data or other content from the Iristel website to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from Iristel is strictly prohibited. In addition, any use of the content or materials for any purpose not expressly permitted in this Agreement is prohibited. Notwithstanding anything to the above, reproduction, copying, or redistribution for commercial purposes of any materials or design elements on the Iristel website is strictly prohibited unless the Customer has obtained prior written approval from Iristel.

o. IP Relay Services IP Relay is a text based Message Relay service that allows people with a hearing or speech impairment initiate phone calls with the help of an operator. Service access is done via a secured web page (chat interface) and you are required to obtain Internet access and a compatible device for use. A specially trained operator will assist you by connecting your call to the intended hearing party and once connected relay the typed conversation by voice. You must properly register for IP Relay Services as indicated on the Iristel website. We currently do not offer IP Relay Services outside Canada. Service is available 24/7 but subject to network availability, which may be affected by lack of Internet connectivity, power outages, and other interruptions in service. Iristel makes no warranties that the service will be error free,



uninterrupted or that defects in the service will be corrected. See Section 3 - Service Limitations, for information on use of 9-1-1 Services via IP Relay.

2. SERVICE OUTAGE

a. Power Outage: The Customer acknowledges and understands that Iristel's services do not function in the event of a power failure. Should there be an interruption in the power supply, services will not resume until power is restored. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to resuming services.

b. Broadband Service Outage: The Customer acknowledges and understands that service outages caused by their Broadband Provider will prevent any calls from being made or received.

c. Service Outage Due to Suspension of the Customer's Account: The Customer acknowledges and understands that service outages due to suspension of services following billing issues will prevent any calls from being made or received.

d. Other Service Outages: The Customer acknowledges and understands that if there is a service outage for any reason, such outage will prevent any calls from being made or received. Such outages may occur for a variety of reasons, including but not limited to, those reasons described elsewhere in this Agreement.

3. SERVICE LIMITATIONS a. IMPORTANT INFORMATION ABOUT EMERGENCY 9-1-1 SERVICE:

Description VoIP services allow the Customers to make or receive telephone 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, create unique limitations and circumstances, and the Customer acknowledges, understands and agrees that differences exist between traditional telephone service and VoIP telephone services, including the lack of traditional 911 emergency services. Differences to Traditional Telephone Service Because of the unique nature of VoIP telephone calls, emergency calls to 911 through Iristel will be handled differently than traditional telephone services. The following provisions describe the differences and limitations of 911 emergency calls, and the Customer hereby acknowledges and understands that the Iristel service is not a traditional telephone service. There are important differences between traditional 911 telephone services and the services provided by Iristel as set out in these Terms and Conditions. Customers must review the section below in its entirety. Placing 911 calls If the Customer makes a 911 emergency call, Iristel will attempt to automatically route the Customer's 911 call through a third-party service provider to the Public Safety Answering Point ("PSAP") corresponding to the Customer's address of record on his or



her account. However, due to the limitations of the VoIP telephone services, the Customer's 911 call may be routed to a different location than that which would be used for traditional 911 dialing. For example, the Customer's call may be forwarded to a third party, specialized call centre that handles emergency calls. This call centre is different from the PSAP (Public Safety Answering Point) that would answer a traditional 911 emergency call which has automatically generated the Customer's address information. Consequently, the VoIP Customer will be required to provide his or her name, address, and telephone number to the call centre operator. How your information is provided Iristel will attempt to automatically provide the PSAP dispatcher or emergency service operator with the name, address and telephone number associated with the Customer's account. However, for technical reasons, the dispatcher receiving the call may not be able to capture or retain the Customer's name, phone number or physical location. Therefore, when making a 911 emergency call, the Customer must be prepared to immediately (confirm and) inform the dispatcher of his or her location and call-back number (or the location of the emergency, if different), since the operator may not have this information. If the Customer is unable to speak, the dispatcher may not be able to locate him/her if the Customer's location information is not up to date. Failure to keep information current will result in a Customer not being able to communicate during a 9-1-1 call; and/or the emergency operator may assume that Customers are at the last registered address. Correctness of information The Customer is responsible for providing, maintaining, and updating correct contact information (including name, residential address and telephone number) for his or her account. If the Customer does not correctly identify the actual location where he/she is located, or if the Customers account information has recently changed or has otherwise not been updated, 911 calls may be misdirected to an incorrect emergency response site. For example, if the Customer changes the address from which he or she uses their Broadfone or Broadfone PC Phone service, access to 9-1-1 service will not function properly. Upon moving to a new address, or change of use of Broadfone or Broadfone PC Phone service, the Customer must immediately notify and advise Iristel by email or by telephone with the most current location information. Failure to advise Iristel of any changes will adversely affect the ability to access the 9-1-1 Service. You may also update your most likely physical address online through the Iristel Portal. 911 NOTE for Auto Attendant Customers For Auto Attendant Customers with their associated extensions, please note that only the main company number and the main company service address will be on file for 911, regardless of where the associated extension is located. Disconnections During the 9-1-1 call, the Customer must not disconnect the 911 emergency call until told to do so by the dispatcher, as the dispatcher may not have the Customer's number or contact information. If the Customer is inadvertently disconnected, he/she must call back immediately. 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 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: i) if your service or your system (service) access equipment fails or is not configured correctly; ii) if your VoIP service is not functioning correctly for any reason, including power outages, VoIP service outage, suspension or disconnection of your service due to billing issues; iii) network or Internet congestion, network or Internet outage in the event of a power; you may need to reset or reconfigure the system access equipment before being able to use the VoIP service, including for 911 emergency calls; iv) changing locations—if you move your system access equipment to a location other than that described in the Customer’s account information or otherwise on record with Iristel. Therefore, it is strongly advised that backup power supply be made available, such as a UPS. Inform other users The Customer must ensure full understanding of the 9-1-1 service limitations and is responsible for notifying, and agrees to notify, any user or potential users of VoIP services aware of the nature and limitations of 911 emergency calls on the VoIP services as described herein. IP Relay 9-1-1: The IP Relay service is not designed for emergency calling and it should not be used as a substitute for 9-1-1 calling. Access to 9-1-1 via IP Relay has certain limitations relative to Enhanced 9-1-1 service, which is available on most “traditional” telephone service. The 9-1-1 operator may not know where you are calling from unless you provide accurate location information (address) when asked. 9-1-1 emergency calls made using IP Relay may take longer to be connected to the correct 9-1-1 response center than calls made from a traditional wireline phone. You should keep your address information current with your Service Provider as the operator may assume that you are at the address you submitted upon service registration if you are not able to speak during a 9-1-1 call. When placing a 9-1-1 call, do not disconnect until told to do so by the operator, and place the call again if you are disconnected. Make sure that you and any users of IP Relay are familiar with the nature and limitations of the 9-1-1 calls placed using the service. You may contact the Iristel Accessibility Team with any questions about 9-1-1 service on IP Relay. Liability Customers are advised to review this section with respect to Iristel’s limitations of liability. THE CUSTOMER CONFIRMS THAT THEY HAVE READ AND UNDERSTOOD THESE 9-1-1 SERVICE DIFFERENCES. BY ACCEPTING THESE TERMS, THE CUSTOMER ACCEPTS IRISTEL VoIP SERVICES ON THESE TERMS, AND HEREBY WAIVES ANY AND ALL CLAIMS OR CAUSES OF ACTION AGAINST IRISTEL, ITS AFFILIATES, UNDERLYING CARRIERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS, LICENSORS, AND SUPPLIERS ARISING FROM OR RELATING TO THE IRISTEL 9-1-1 SERVICE. THE CUSTOMER ALSO AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE ABOVE PERSONS FROM ANY SUCH CLAIMS FOR DAMAGES, INCLUDING LEGAL FEES. THE CUSTOMER’S WAIVER AND INDEMNITY IN THIS SECTION SHALL SURVIVE



TERMINATION OF THIS AGREEMENT. b. Collect Call: Iristel does not currently offer collect calls. c. Broadband Service Outage: The Customer acknowledges and understands that service outages caused by his/her Broadband Internet Service Provider will prevent Iristel services. d. Loss of Service Due to Power Failure: The Customer acknowledges and understands that the service does not work in the event of power failure and will resume when power is restored. A power failure or disruption may require a reset or reconfiguration of the equipment prior to restoration of the service. e. Service Outage Due to Suspension of a Customer's Account: The Customer acknowledges and understands that service outages due to suspension of the account as a result of billing issues will prevent all service elements from operating. f. Other Service Outages: The Customer acknowledges and understands that if there is an outage occurrence, for any reason; such outage may cause an interruption in all services, INCLUDING THE 9-1-1 SERVICE. 4. CHANGES TO THIS AGREEMENT As technologies and services progress, we may change the terms of this Agreement after providing a [14] days advance notice. We provide notices by: i) Posting to the "Service Announcements" section of our website; ii) Electronic mail directed to the email address provided by Customer upon sign-up for services, or to the current email address if a change notification was received. The Customer is responsible for notifying us of any changes in his/ her email address by contacting the Customer Care Team at customer care@iristel.ca. Otherwise, we will continue to use the Customer's previous e-mail address until a notice of change has been provided by Customer. 5. CHARGES / PAYMENT / DEFAULT / TAXES/ TERMINATION a. Invoicing: Iristel will provide monthly invoices stating the recurring and non-recurring fees for the upcoming month within three (3) days of the end of each calendar month. Invoices are due and payable within fourteen (14) days of the invoice date. We reserve the right to bill at more frequent intervals if the amount owing at any time exceeds \$50. The Customer is responsible to Iristel for payment of all the service charges and/or the equipment supplied to them. Iristel's "Carrier" Services are available in Canadian, United States or European currency. A late payment charge applies when a payment has not been received within twenty one (21) days after the date of the statement of account for service. This charge is a monthly compound rate of 1.5%. If a service has been suspended for non-payment, Iristel reserves the right to apply a \$20 reactivation fee before reactivation. An administrative fee of \$15.00 per occurrence will be charged to Customer for any payments returned by the bank for non-sufficient-funds ("NSF"). A charge disputed by the Customer in good faith shall not be considered past due unless Iristel has reasonable grounds to believe that the sole purpose of the dispute is to evade or avoid payment. The Customer acknowledges that Iristel will not issue cheques for refunds of amounts lower than ten dollars (\$10.00). Alternatively, the Customer agrees that any refunds lower than ten dollars (\$10.00) will be credited against the Customer's account. Unless there has been a deception with regard to a



charge, the Customer is not responsible for paying a previously unbilled or under billed charge except where: i) A recurring charge it is correctly billed within a period of one year from the date it was incurred; ii) A non-recurring charge is correctly billed within a period of 180 days from the date it was incurred. In the case of a recurring charge that should not have been billed or was over billed, the Customer will be credited with the excess back to the date of the error, subject to applicable limitation periods provided by law. However, if the Customer does not dispute the charge within 60 days of the date of an itemized statement, Iristel will not credit such charge for the period prior to that statement. Non-recurring charges that should not have been billed or that were over billed will be credited, provided that the Customer disputes such charges within seven (7) days of receiving their credit card statement. b. Billing Disputes: The Customer must notify Iristel in writing within seven (7) days after receiving their credit card statement if there is dispute of any charges or such dispute will be deemed waived. Billing disputes should be reported to the following address: Iristel Customer Care Team 675 Cochrane Drive, East Tower, 6th Floor Markham, Ontario, Canada, L3R 0B8 or by email to customercare@iristel.ca. c. Payment: Iristel accepts the following payment methods: Pre-authorized credit card withdrawals (credit card is accepted for US and Canadian currency) Pre-authorized checking account withdrawals Online/Telephone Banking Checks Pre-authorized Payments The Customer's initial use of services, after having submitted a credit card or bank account information with the express request to be used for pre-authorized payments, authorizes Iristel to process the information provided for the due charges. The Customer must notify Iristel of any changes in payment information, and is responsible for the charges that accrue during any billing cycle. The authorization shall remain valid for 30 days after Iristel receives written notice requesting termination of pre-authorized payments. Iristel may terminate service at any time at its sole discretion, if any charge to the Customer's credit card or bank account on file with Iristel is declined and/or in the case of any other non-payment of account charges. In the case of termination of service for non-payment, including but not limited to a declined credit card or bank account withdrawal, the Customer is fully liable to Iristel for all charges accrued to date of termination; as well as for charges incurred by Iristel owing to non-payment, such as (but not limited to) collection costs and attorney's fees. Pre-Authorized Billing Form By accepting services from Iristel, I hereby authorize Iristel to charge my credit card account and/or my bank account on an ongoing basis for any amounts owing. I understand that this authorization is valid for as long as I am an Iristel subscriber, unless I provide written notice of termination to Iristel. I also agree to contact Iristel if there are any changes to my credit card or bank account information. d. Consent to Credit Verification: By agreeing to Iristel's Terms of Service I hereby declare that all the information provided to Iristel is true, complete and correct to the best of my knowledge. I understand that this information



may be used by Iristel to determine my creditworthiness in order to assess my ability to meet my financial obligations. I authorize Iris Technologies Inc. and its agents or assigns to: i) Request and obtain personal information on an ongoing basis from the Credit Bureaus; ii) Exchange personal information on an ongoing basis with the Credit Bureaus in order to protect me, to ensure the completeness of the information and to maintain the integrity of the credit granting system; iii) Co-operate with local, provincial and national authorities in the investigation of unlawful or improper activities in order to protect myself and Iristel from fraudulent transactions; iv) Disclose my personal information where necessary to protect Iristel's and my interests; v) I agree that Iristel may conduct a pre-authorization on my credit card, in order to determine my credit-worthiness, which will imply blocking an amount at least equal to the first invoice. The amount will be released in 48 hours (Note: certain banks release the amount upon customer's request); vi) I acknowledge that based on the result of the credit verification, Iristel may request a security deposit which stands as a primary condition for providing the service. Such deposit may be returned by Iristel upon Customer's request after 12 months of positive payment history. If the chosen payment method is pre-authorized monthly chequing account withdrawals, the Customer is required to provide Iristel with a copy of a void cheque. The Customer may send a scanned copy by e-mail to customercare@iristel.ca or by fax to (416) 848-7921 to the attention of the Customer Care Team. This is required as a means to verify the account details and to meet auditor requirements to maintain a copy of the banking details (void cheque) in the Customer files.

e. Termination/Discontinuance of Service: Iristel reserves the right to discontinue providing services generally, or to terminate the Customer's service at any time, at its sole discretion, upon Customer's breach of any of the terms herein. Iristel also reserves the right to terminate the Customer's service for no stated reason; however, upon such occurrence, Customer shall only be liable for the service fees charged by Iristel until the date of termination. Upon termination of service for any stated reason, the Customer will be responsible for the charges accrued through the date of termination, including without limitation unbilled charges and a termination fee, if applicable; all of which immediately become due and payable. In addition to Iristel's right to terminate the Customer's services, Iristel may restrict, block, suspend or terminate any or all services or accounts, without prior notice to the Customer, if: i) Customer is in breach of the Agreement, including non-payment of due charges or non-compliance with any Policies; ii) Customer does not maintain service usage within the prescribed Credit Limit; iii) Customer exceeds reasonable usage limits, as determined by Iristel; iv) Customer has given Iristel false, misleading or outdated information; v) Iristel reasonably suspects or determines that any of the Customer's account, identifiers or services are subject to fraudulent, unlawful or improper usage or usage that adversely affects Iristel's operations or the use of Iristel's services, facilities or networks by others; vi) Customer



harasses, threaten or abuses Iristel or its employees or agents; vii) Customer fraudulently or repeatedly or improperly seeks to avoid payment to Iristel; viii) Iristel needs to install, maintain, inspect, test, repair, remove, replace, investigate, protect, modify, upgrade or improve the operation of the services, its facilities or networks; ix) Any account or service on which the Customer's services depend is terminated for any reason; x) Iristel reasonably believes that there is an emergency or extreme circumstance that would warrant such action. Upon the termination of a Service Agreement, the Customer will remain responsible for payment of all charges accrued throughout the effective date of termination, as well as applicable termination fees or purchase fees. Iristel's loaned and/or rented equipment must be returned within the 30 days of termination; failing to do so, the Customer will be charged the full price of any equipment not returned. Returned equipment must include original packaging, accessory materials and must not show physical damage. If any of Iristel's equipment is returned in an unsatisfactory condition, which shall be determined by Iristel at sole discretion, Iristel will charge Customer the full purchase price of such equipment. For termination of service prior to the completion of a fixed term agreement, Customer will be charged an Early Termination Fee ("ETF"). The ETF is subject to such service or hardware discount received by Customer for entering the Agreement; based on the length of the Agreement and the economic gain for the agreed period. Iristel shall deem the entire cost of providing discounted services and/or hardware covered, upon Customer's fulfillment of said period. f. Taxes: 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, then that Customer will provide Iristel with an original government-issued certificate attesting to tax-exempt status. Tax exemption will only apply from and after the date Iristel receives the tax-exempt document.

6. LIMITATIONS

a. Limitation of Liability: Iristel shall not be liable for any failure to provide its services or any degradation of voice quality caused by any of the following: i) Act or omission of an underlying carrier; ii) Equipment, network or facility failure; iii) Equipment, network or facility upgrade or modification; iv) Force majeure events such as (but not limited to) acts of god: strikes, fire, war, riot, government actions; v) Equipment, network or facility shortage; vi) Equipment or facility relocation; vii) Any other cause that is beyond Iristel's control, including without limitation the failure of an incoming or outgoing call to be connected or completed, including a 9-1-1 emergency call. This includes degradation of voice quality. Iristel's liability for any failure or mistake shall in no event exceed service charges on account of the affected time period. Iristel is not liable for incidental or consequential damages of any type. UNDER NO CIRCUMSTANCES SHALL IRISTEL INC., ITS PARENTS, SUBSIDIARIES, OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM



THE USE OF OR INABILITY TO USE THE SERVICES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF IRISTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, IRISTEL'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

b. Indemnification: The Customer shall defend, indemnify and hold harmless Iristel, its officers, directors, employees, affiliates and agents from and against all damages, liabilities, obligations, losses, injuries, claims, demands, penalties, costs and expenses (including reasonable legal fees and disbursements) arising from any and all claims by any person based on: i) the content of any transmissions by the Customer or any permitted user; ii) the use of service by the Customer or any permitted user, including without limitation, prohibited use; iii) the use of facilities, equipment or connections provided by the Customer; iv) the breach by the Customer of any term or condition.

c. No Warranties on Service: IRISTEL, ITS AFFILIATES, DIRECTORS, EMPLOYEES AND AGENTS PROVIDE THE SERVICES "AS-IS" AND MAKE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND IN CONNECTION WITH THE NETWORK, THE SERVICES (INCLUDING ANY FEATURES) OR THE EQUIPMENT CONTEMPLATED HEREIN, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE. ALL REPRESENTATIONS WARRANTIES OR CONDITIONS OF ANY KIND ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED.

d. No Warranties or Limited Warranties for Devices: If the Customer has purchased a new device from Iristel that includes a limited warranty at the time of purchase, the Customer must refer to the separate limited warranty document for information on the limitation and disclaimer of certain warranties. If the device did not include a limited warranty from Iristel at the time of purchase, the Customer agrees to accept the unit in question on an "As is" basis and is not entitled to replacement or refund in the event of any defect.

7. CONFIDENTIAL INFORMATION Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, by an Iristel representative to the Customer. Except as otherwise specified herein, the Customer and Iristel each expressly undertake to retain in confidence all information transmitted to each other pursuant to this Agreement that the disclosing party identifies as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"), and will make no use of such Confidential Information except under the terms and during the existence of this Agreement. The Customer



and Iristel shall treat the specifics of their Agreement, including but not limited to pricing, setup, special provisions, as confidential; however, either party may disclose such information in confidence to its immediate legal and financial consultants as required in the ordinary course of that party's business. The receiving party's obligation hereunder shall extend for two (2) years following the disclosure of the Confidential Information.

8. PRIVACY AND NOTICES

a. Privacy: IP telephony utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. Iristel is not liable for any lack of privacy which may be experienced by any Customer with regard to its services. Please refer to Iristel's Privacy Policy for additional information.

b. Notices: Notices to Customer shall be sent to the email address on file for the Customer at Iristel's offices and will be considered given on the date sent out by Iristel. Please refer to Section 4 of this Agreement regarding a change of e-mail address.

c. Marketing Communication: Unless you decline to receive communications from Iristel or withdraw your consent at a later date, you agree that Iristel may send you communications by any means (including electronically or by phone) to inform you of new offers and promotions. You may contact the Iristel Customer Care Team to change your communication options or withdraw consent.

d. Iristel Inc. Privacy Policy Iristel regards its Customer's privacy as one of its most important values and believes that its Privacy Policy will give the Customer confidence whenever they use Iristel services. The following is a summary that outlines how Iristel collects, uses and discloses personal information: Purposes Iristel collects personal information to: i) Help provide the Customer with better service delivery; ii) Understand each Customer's needs in order to recommend appropriate products or services; iii) Better manage its own operations; iv) Comply with legislative requirements; v) Prevent fraud and protect Iristel and its Customers from possible fraudulent actions; Iristel will advise the Customer of the reason it collects personal information when or before such information is collected. Consent The Customer's knowledge and consent to the collection, use or disclosure of personal information is required, except where inappropriate to do so. Limits Iristel will limit its collection of personal information to that which is necessary for the abovementioned purposes. This collection shall only be done by fair and lawful means. Iristel will not use or disclose personal information for any purposes other than those for which it was collected, except with the consent of the individual or as required by law. When we provide information to third parties, such parties are required to adhere to confidentiality agreements to ensure that the Customer's information remains safe and secure. Third parties include Iristel agents, other communications Service Providers (to enable service delivery outside Canada), Collection Agencies, emergency services and Law Enforcement Agencies. Personal information shall be retained only as long as necessary for the fulfillment of those purposes. Accuracy Personal information shall be as accurate, complete, and up-to-date as is necessary for the purposes for which it is to be used.



Security Personal information shall be protected by security safeguards appropriate to the sensitivity of the information. Each and every Iristel employee must abide by Iristel's Privacy Policy. Only authorized Iristel employees are permitted access to a Customer's Personal information and such access is limited by need. If a Customer calls Iristel's Customer Care Team, with a concern or complaint for example, the Representative is allowed to access only the Personal Information that he or she needs to address that concern. Customer Access Upon request, the Customer shall be informed of the existence, use, and disclosure of his or her Personal Information and shall be given access to that information. The Customer may challenge the accuracy and completeness of the information and have it amended as appropriate. Definition: "Personal Information" Means information about an identifiable individual and includes information about the Customer's Iristel VoIP service selections. Information that is publicly available (such as a public directory listing of a name or information that is printed on a business card - including the Customer's address, telephone number and email address) and is not considered personal information.

9. RESOLUTION OF DISPUTES
Mandatory Arbitration: Any dispute or claim between a Customer and Iristel arising out of, or relating to, Iristel's services or devices provided by Iristel in connection with this Agreement shall be resolved by arbitration before a single arbitrator. The arbitrator's decision shall follow the plain meaning of the relevant documents and shall be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and the Customer will not bring, or join a punitive or certified class action to arbitration or seek to consolidate or bring previously consolidated claims to the arbitration process. The arbitrator shall have no authority to award punitive damages. The Customer acknowledges that this arbitration provision constitutes a waiver of any right to a jury trial.

10. GOVERNING LAW This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable laws of Canada, without regard to its conflict of law provisions. The Customer and Iristel agree to submit to the personal and exclusive jurisdiction of the courts located within the Province of Ontario. The failure of Iristel to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. The Customer agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of Iristel's services or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

11. ENTIRE AGREEMENT This Agreement and the rates for services found on Iristel's website constitute the entire agreement between the Customer and Iristel and it shall govern the Customer's use of Iristel's services. This Agreement supersedes



any prior agreements between the Customer and Iristel and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter between the Customer and Iristel, as regularly updated. No amendment to this Agreement shall be binding upon Iristel unless and until posted in accordance with this Agreement. 12. SEVERABILITY If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.

COMMISSIONER FOR COMPLAINTS FOR TELECOMMUNICATIONS SERVICES (CCTS)

CCTS is an independent agency whose mandate is to resolve complaints of individual and small business customers about their telecommunications services. If you have a complaint about your telephone, wireless, or Internet service, you must first try to resolve it directly with your service provider. If you have done so and have been unable to reach a satisfactory resolution, CCTS may be able to help you, free of charge.

To learn more about CCTS, you may visit its website at www.ccts-cprst.ca or call toll-free at [1-888-221-1687](tel:1-888-221-1687)