

TERMS AND CONDITIONS OF SERVICE AGREEMENT

DEFINITION

1. The term "customer" in this document applies to every person, company, resellers, wholesalers or other entity that have opened an account with Internexe. The term "Internexe" in this document applies to internexe Télécommunications. Customers agree to all of these terms upon opening an account with Internexe using our sign-up form or our customer service, by email, in person, or phone.

INTRODUCTION

2. Internexe responsibility is limited to the equipment installed by the company. The point of demarcation is based on the adaptor POE/LAN/POTS/FIBER. We are not responsible for the existing interior cabling, customer's equipment or services subscribed by Internexe customer, such as third-party VoIP phone service, video subscriptions or wireless routers.

OBLIGATIONS AND COMMITMENTS FROM INTERNEXE

3. The company Internexe is exclusively a seller of termination services. The services offered are of the best available quality. Internexe will execute her obligations by virtue of this present contract diligently and in the best of its know-how, but she will not be responsible for caused material damage otherwise than by a willful or heavy misconduct from her or on behalf of her employees. All parties agree that Internexe will conduct business in compliance to all requirements of the law of the province of Quebec, Canada.

4. Internexe cannot be held responsible for service interruptions resulting of major forces or other cases out of its control. In case of a service interruption, the customer has to address to Internexe so that she can restore the smooth running in the best delay possible. The customer can address the company within 5 days of an event to claim a credit of service for any interruption of service superior to 72 continuous hours following the call of the customer. If Internexe should be held responsible of a lost or a damage of any nature, its responsibility shall be limited to credit the customer a value equaling to the monthly fee payable by the customer for a maximum period of one (1) month. The company shall under any circumstances be held responsible towards the customer or a third party of any consequential, special or punitive damage, or whatever economic lost it is, including, but without limiting to, any lost of data, information, incomes or profits or the impossibility to realized the planned savings, resulting directly or indirectly of the negligence of Internexe.

5. Internexe agrees not sell its customers' personal or business information to third parties.

BILLING, PAYMENT AND SUSPENSION

6. Billing of the first month will be prorating of remaining days in the month, according to the date of installation or activation of service. Services are invoiced one month in advance. Customer's monthly invoice will be paid by pre-authorized withdrawal during the first week of the month, or as indicated on the invoice.

7. By subscribing to Internexe services, the customer agrees to have the appropriate fees deducted from their financial/credit institution on a regular basis. The customer agrees that the final amount deducted may vary depending on the customer's usage, long distance calls, purchase or location of TV events as well as any extra fees incurred during their subscription.

8. Internexe shall charge the customer a 20.00\$ fee for payments refused or returned due to insufficient funds, whatever the method of payment.

9. The customer shall be in default by the mere lapse of time in fulfilling his/her obligations to under this contract. Without limiting the scope of this provision, any amount unpaid as at the due date will bear interest as of the following day at a rate of 1.5% per month (or 19.56% annually). Interest will be calculated and compounded monthly on the outstanding balance of the preceding invoice.

10. In the event that there is a suspension of services due to non-payment by the customer or if the customer requests a temporary halt of service, a 50.00\$ reconnection fee will apply.

RENEWAL AND CANCELLATION OF SERVICE

11. Following the original term of the current agreement, the duration of the subscription will be of one (1) civic month and, unless of a notice to the contrary from the customer or Internexe, it will automatically be renewed on the first of each month on the same conditions, subject to any increase of fees for which the customer will have been advised of in writing.

12. The notice of termination may be communicated by phone, sent by email, fax or letter to Internexe office. A 50.00\$ cancellation fee will apply to a customer that wishes to cancel the service before the end of the initial term. The customer is responsible for the complete payment of all charges, fees and expenses accumulated in his/her account.

CONDITIONS OF USAGE

13. The customer will be responsible for service charges, which are incurred as a result of the customer's unauthorized modifications or alterations of the equipment, or wiring, or antenna orientation installed at the customer's premises by Internexe. Only Internexe or its subcontractors are authorized to modify the installation.

14. The customer is responsible for the safekeeping of their Login and Password information. If this information is lost or given to any other party in any way, the customer understands that this will be his/her sole responsibility. The customer is responsible for any unauthorized usage and/or charges applied to his/her account due to another party using the customer's login information. This includes cases where the Login and Password information was obtained illegally or without permission (ie "hacking") of the customer's systems or information.

15. The customer agrees that he is not provided with the right to start any claim, remedy or action, legal or otherwise that may harm Internexe in any way that includes, but is not limited to, financially.

16. Internexe does not encrypt its transmissions, or sensitive parts of customer information in its database. Internexe retains the right to voluntarily hand over information regarding customers, usage and calls if it is requested by law by governmental organizations.

17. Internexe may modify the content of the services or any provision of this contract by giving the customer at least 30 days of prior notice. However, no notice shall be required in respect of a modification in the content of the services if the contributions of the company with regard to such services remain appreciably the same and the applicable fees are not affected.

SPECIFIC POLICIES OF USAGE – PHONE SERVICE

18. The telephone adapter module (ATA) is not included in this price and remains property of Internexe for the duration of service. If the ATA is to be changed due to customer's negligence, a 79.99\$^(+taxes) fee will be charge for the replacement. After service disconnection, the ATA is to be returned to Internexe within 30 days, or the customer will also be charged a 79.99\$^(+taxes) replacement fee.

19. The customer shall not use this service as their sole call termination service, and shall be advised to have a backup solution in any case this service does not deliver the customer demand. The customer understands that Internexe does not guarantee any privacy on the communications. Internexe offers no warranty for failure and/or interruption of service, regardless of fault point. Internexe does not claim that its service is "standard line quality", and the customer understands that the service quality is "as is", and should vary depending on the location of the customer and the destination of each call.

20. Internexe reserves the right to deny any transfer of customer accounts or DID port-outs until all fees and charges, including but not limited to interest, are paid in full. The customer will also be responsible for any fees or charges incurred due to the process of porting DIDs and accounts to another provider. This includes, but is not limited to, extra administration and accounting fees, and DID port-out fees.

21. The customer agrees to follow lawful purposes while using this service. Call usage has to comply with all application laws in Canada, the USA and the location country of the customer. The customer agrees to have their Caller ID/ANI Identification in their configuration accurate with correspondence to them, without creating any confusion to another person or party.

22. Internexe unlimited phone service is intended for residential use only and includes the use of one (1) simultaneous voice channel. Internexe has the right to terminate any abusive account. The customer is responsible for all usage of his/her accounts.

23. The customer agrees to not purchase DID numbers from Internexe with the sole intention to port them out to another service. Internexe reserves the right, at its sole discretion, to disable the purchase of new DID numbers from an account that presents this pattern and may charge a port-out fee to allow the port out of numbers removed on this fashion.

24. The customer will not use Internexe termination (outbound) services for telemarketing purposes (including, but not limited to automated dialers, call centers and collection agencies). Internexe will suspend such activities immediately without warning or refund.

25. The customer will not use any Internexe DID number as their caller ID display for calls related to telemarketing / dialer traffic / polls / mass traffic campaigns, nor will the customer use Internexe DID numbers to receive traffic consistent with the aforementioned purposes (mostly short calls, of very short duration). These activities can result in the suspension or removal of customer's DID number(s), Internexe reserves the right to remove a customer's DID(s) without prior notice.

26. Internexe does not offer support on, or guarantee any home / business (burglar, Fire, Etc.) alarm system communications that pass through Internexe equipment and/or system. Internexe is not responsible / accountable for any losses, issues, or results of incomplete or failed alarm system communications. The customer understands and accepts that their alarm system communications could fail at any time, and that they cannot hold Internexe responsible / accountable in any way.

27. It is the customer's responsibility to verify and test that any number delivered to his/her account is active and working properly before publishing it. Internexe will not be held liable for any damages or advertising expenses arising from receiving a non working number.

IMPORTANT INFORMATIONS – PLEASE READ CAREFULLY!

28. **Internexe does not share its customers' information to the different phone book companies such as YellowPages or others.**

29. **In case of a power failure, the telephone adapter module (ATA) must be plugged in a power supply for the service to be active.**

30. **Enhanced 911, the portion of our 911 service which delivers physical address information to your local Public Safety Answering Point is not guaranteed. It is possible that your physical address information may not be passed to the Public Safety Answering Point dispatcher. On occasions such as this you will be required to give the dispatcher the location of your emergency in order to receive emergency service assistance.**

31. **Due to the nature and instability of VoIP networks, we cannot and do not guarantee your emergency call will go through. Loss of power, Internet access and or several other conditions may cause 911 to be inoperable. We have no control over those types of situations therefore are not held liable. Internexe will do everything within their power to prevent service outages within its network.**

32. **You must advise Internexe if you move your phone service to a new address. You can only register at one location at a time. If you do not update your location, your 911 calls may be sent to the Public Safety Answering Point near your former location. When you update your location, it may take several hours to activate the 911 service to your new address.**

The complete terms of service in matter of security and emergency calls are available at <https://wp.internexe.com/voip-terms-of-service/>

SPECIFIC POLICIES OF USAGE - INTERNET SERVICE

33. The customer recognizes that all the equipment supplied (excluding the router) at time of installation on site where service is provided has a value of or superior to 500.00\$ and remains sole property of Internexe. The customer recognizes to become the guard and shall give back the equipment in good condition at the end of his/her subscription. The customer shall have the equipment replaced at his/her own expenses in case of breaking, lost, vandalism or malfunction caused by electric surge, lightning, etc. Only Internexe is authorized to make these replacements.

34. The customer recognizes that no supplier, service or plan can guaranty the speed indicated and that it represents only the maximum speed that the plan can allow.

35. Monthly usage (total of download and upload) above the amount in your monthly plan will be charged per the amount allocated in your plan and cannot be the credit or be transferred to the following month.

36. Customer is allowed to a maximum download (including download and upload) according to the plan he/she will have chosen. All exceeding usage to the current plan will be invoiced at a price of 2.00\$ per Gig.

37. The connection is for the sole usage of the customer where the equipment is installed and cannot be reused, resold or shared with another user at a different address.

SPECIFIC POLICIES OF USAGE – TELEVISION SERVICE

38. The customer recognizes that concerning the television service, the obligations of Internexe are limited to distribute him/her the signal that she receives and distributes.

39. All equipment left in free location or not remain the sole property of Internexe for the period of service. If this equipment is to be replaced due to negligence from the customer, they will have to be paid off at the current regular price at the time of replacement.