

# GENERAL TERMS & CONDITIONS (“Agreement”)

## Internet Access Solutions Ltd. (IASL)

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

### GENERAL

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

### 2. FEES and CHARGES

You agree that the service is provided to you subject to your payment of, and you shall pay the monthly service rates, any applicable usage charges, installation fees and/or activation fees, if any, and any other fees and charges, if any, together with all applicable taxes and charges identified to you on placing your order for the Service or as otherwise identified to you by IASL from time to time. Please note that rates and fees posted on the website do not include any applicable taxes or any long distance or other charges.

### 3. TERM OF THE AGREEMENT

The first service period of the agreement shall be for a term of thirty (30) days automatically renewed on a month by month basis unless otherwise indicated or unless a notice of non renewal is given thirty (30) days or more before the end of any renewal period. Only fees paid for services which are more than one month in advance will be refundable. This will be based on the month(s) of service that are unused.

#### **4. BILLING AND PAYMENTS**

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

#### **5. CANCELLATION OR TERMINATION OF THE SERVICE**

Once activated, the Service may be cancelled by you by calling IASL at 416 621 7255, option 5. If you cancel your Service, your charges will not be pro-rated for the billing period in which you cancel. Your account will be terminated as of the last day of the calendar month following the date of notice of cancellation to IASL Your account will be charged the regular service fees and Non Return fees, if any, and any other applicable fees and charges, plus all applicable taxes for that termination period. Until cancelled or terminated as provided in this agreement, the Term and this Agreement continue to apply.

#### **6. TERMINATION AND ACCOUNT SUSPENSION BY IASL**

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

- i. The operations or efficiency of the Service is impaired by the use of your Account or the Service;
- ii. Any amount is past due from you to IASL;
- iii. There has been or is a breach of any term or condition of this Service Agreement or of any document such as the Acceptable Use Policy), by you or any other.
- iv. You shall pay to IASL all expenses related to the reinstatement of the services following an interruption whereas such expenses may be incurred directly by IASL or any third party for the benefit of you, or of IASL.
- v. Promotions will be interrupted and are non-refundable in the case of a returned payment for IASL services by your financial institution.

#### **7. PRICES AND SERVICE FEES**

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

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

#### **8. FORCE MAJEURE**

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

#### **9. INTERRUPTION OF SERVICES**

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

## **10. TRANSFER OR ASSIGNMENT OF CONTRACT**

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

## **11. ACCEPTABLE USE POLICY**

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

## **12. PRIVACY POLICY**

*A copy of our privacy policy is available upon demand, and can be viewed online at [www.IASL.com](http://www.IASL.com).*

## **13. EQUIPMENT PROVIDED BY IASL**

*If IASL provides equipment to you, such equipment will remain the property of IASL, unless it has been purchased by you. You agree to return any equipment owned by IASL to IASL upon demand within 10 business days of a request by IASL or following a cancellation date.*

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

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

## **14. EQUIPMENT PURCHASED FROM IASL**

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

## **15. SPECIAL TERMS AND CONDITIONS RELATED TO SERVICES**

### **15a. Long Distance**

*You agree to pay all toll charges incurred. Refer to rates at [www.iasl.com](http://www.iasl.com).*

### **15b. Internet -Digital Subscriber Line Service (DSL)**

*(i) **Service Availability.** You may only subscribe for DSL Service if available in Your geographical area. IASL reserves the right to deem DSL Service unavailable to You at any time. If such an event occurs, IASL will not charge You applicable fees, provided however, that You must return all DSL Service Equipment provided to You by IASL in its original good and proper physical and functional condition and within the time specified in this agreement.*

*(ii) **DSL Service Provided on a Best Efforts Basis.** IASL does not guarantee the speed of any DSL Service provided by IASL. The speed of DSL Service is dependent on various factors, including the distance of the customer from IASL' network equipment or the distance of the customer from the facilities of the wholesale provider IASL uses to provide Service. DSL Service speed is also affected by traffic management practices that may be applied to the Service.*

## 15c. vSuite - VOIP Service

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

### **(ii) Normal residential, non-commercial use of Service and equipment**

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

### **(iii) Use of Service outside Canada**

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

## 16. EMERGENCY SERVICES 9-1-1 DIALING

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

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

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

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

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

**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

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

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

## **911 CALLS MAY NOT FUNCTION**

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

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

## **187. LIMITATION OF LIABILITY and INDEMNIFICATION**

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

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

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

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