

# Terms of Service

UPDATED: July, 2017

- 1.0 Amendments to this Agreement
- 2.0 Legal Capacity
- 3.0 Services
- 4.0 Term of Agreement
- 5.0 Content Warning
- 6.0 Account and Account Use
- 7.0 Customer Information and Privacy
- 8.0 Billing and Payment
- 9.0 Service Limitations
- 10.0 Dial-Up Service-Specific Provisions
- 11.0 High Speed Service-Specific Provisions
- 12.0 VoIP Service-Specific Provisions
- 13.0 Long-Distance Call-Specific Provisions
- 14.0 Unlimited Long-Distance Plan Limitations and Prohibitions
- 15.0 Support
- 16.0 Service Installation, Maintenance and Removals
- 17.0 UNISERVE Equipment
- 18.0 Software Supplied by UNISERVE
- 19.0 Acceptable Use and Prohibitions
- 20.0 Proprietary Rights
- 21.0 Compliance Measures and Complaints
- 22.0 Disclaimers and Limits of Liability
- 23.0 Suspension, Cancellation, and Termination
- 24.0 General



THIS IS A LEGALLY BINDING AGREEMENT BETWEEN THE CUSTOMER AND UNISERVE AND CONTAINS IMPORTANT TERMS, CONDITIONS AND LIMITATIONS RELATING TO MATTERS SUCH AS 9-1-1 SERVICE, LIABILITY, WARRANTY AND CUSTOMER OBLIGATIONS. BY ACTIVATING OR USING THE SERVICES, THE CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER HAS READ, UNDERSTOOD AND AGREES TO ALL OF THE TERMS, CONDITIONS AND LIMITATIONS SET FORTH IN THIS AGREEMENT.

These Terms of Service constitute part of the "Agreement" between the "Customer" and UNISERVE Communications Corporation ("**UNISERVE**"), which sets out the terms and conditions that apply to the Customer's use of all or any of the "Services", including high-speed Internet access ("**High Speed Services**"), Voice over Internet Protocol services ("**VoIP Services**") and dial-up Internet access ("**Dial-Up Services**"), and related software, equipment and components (collectively, the "**Equipment**"), provided by UNISERVE to the Customer.

## 1.0 Amendments to this Agreement

1.1 Subject to Paragraph 1.2 below, UNISERVE reserves the right to amend this Agreement at any time in Accordance with this Section, upon Notice to the Customer in accordance with Paragraph 24.6 below.

1.2 Any changes to this Agreement contemplated by Paragraph 1.1 above, shall not abridge any term or condition contained in the Service Schedule or applicable SLA or Master Service Agreement.

1.3 In accordance with Paragraph 24.6 below, UNISERVE shall provide the Customer with **30 (thirty) days'** Notice of any amendment prior to its taking effect, by sending such Notice:

(a.) via electronic mail at the electronic mail address registered on the Customer's Account,

(b.) by registered post to the address shown on the Customer's Account, or

(c.) by courier to the address shown on the Customer's Account.

**1.4 The Customer is responsible for reviewing all such Notices, if any proposed Amendment is unacceptable, the Customer may terminate their Account and this Agreement in accordance with Section 23.**

**1.5 Failure to terminate this Agreement before the effective date of the amendment shall be deemed to constitute acceptance of the proposed amendment.**

## 2.0 Legal Capacity

2.1 The Customer represents that they, or their authorized representative, have reached the age of majority (at least 18 or 19 years of age) in their jurisdiction of residence and that they possess the legal right, capacity and authority, to enter into this Agreement and otherwise contract the Services contemplated by this Agreement.

---

## 3.0 Services

3.1 The Services contemplated by this Agreement shall include those Services specifically outlined in the particular Service Schedule, Master Service Agreement (“MSA”) And/ or Service Level Agreement (“SLA”) executed between the Parties in conjunction with this Agreement, which Service Schedule and SLA shall be deemed to be incorporated into and form part of this Agreement.

3.2 The details of the various Services, including other products and services offered by UNISERVE, may be further described on the UNISERVE Web Site.

3.3 Should any conflict exist, or subsequently arise, between the description or other qualification of Services found in the Service Schedule, SLA, or UNISERVE Web Site, the description or qualification found in the Service Schedule and MSA shall govern, followed by that found in the SLA.

3.4 The Services outlined in the Service Schedule shall be offered to the Customer at the negotiated rate referenced in that Service Schedule and at the minimum standards described therein and in any associated SLA, for the duration of the Term of this Agreement.

3.5 In accordance with Section 1 above, UNISERVE may from time to time, upon Notice to the Customer, add, create, amend, change, or delete any Service, including changing pricing for any Services, introducing new Services, substituting old Services for new Services, changing any Service terms and deleting any Services, provided that the minimum level of Services and maximum level of pricing established by the Service Schedule are maintained for the duration of the remaining then-current Term of this Agreement

3.6 If the Customer does not agree with such changes, the Customer may, without liability to themselves whatsoever, terminate their Account pursuant to Section 23.

---

#### 4.0 Term of Agreement

4.1 The Services offered and paid for pursuant to this Agreement shall be, on a prescribed recurring basis as outlined in the Service Schedule (the "Recurring Period") for the duration of the "Term" of the Agreement specified in that Service Schedule.

4.2 The initial Recurring Period shall commence upon on the date the Customer's Account is activated and end on the "Billing Date", whereupon the next Recurring period shall commence.

4.3 The Customer shall have the option to renew the Agreement for additional successive Terms on the same terms and conditions contained herein, **provided that** they forward to UNISERVE (in accordance with Paragraph 24.6 below) Notice of their intention to do so no later than **60 (sixty) days** prior to the expiry of the then current Term, and, provided that UNISERVE does not expressly object specifically due to the Customer not having complied with/ and performed all covenants and conditions within the agreement prior to the said renewal to the expiry of the then current Term in accordance with Paragraph 24.6 below.

4.4 The Customer acknowledges that the Services are provided for the full Term of the Agreement, and that, subject to Paragraph 4.3 above and Sections 22 and 23 below, any cancellation of the said Services or early termination this Agreement prior to the end of the then-current Term, shall not absolve the Customer from liability or other responsibility for all charges relating to the then-current Term, including yet unbilled charges, any applicable disconnection fee, and any fees for any unreturned Equipment that is the property of UNISERVE, all of which will become immediately due and payable.

---

#### 5.0 Content Warning

---

5.1 The Customer acknowledges that the Services provide access to content, information and materials that are uncensored. UNISERVE makes no representation, express or implied, about such content, information or material. The Customer acknowledges that some of the content, information and material that is available through the Services and the Internet may be inaccurate, offensive, harmful or in violation of applicable laws. The Customer further acknowledges and agree that all those who use the Account or the contemplated Services are exclusively responsible for determining the accuracy, suitability, harmfulness or legality of any content, information or material received, transmitted or sent using the Services.

5.2 Without limiting the foregoing, UNISERVE recommends the following for parents or guardians of minors who may be using the Services:

(a.) advise each minor to never divulge personal information such as his or her name, phone number or address over the Internet or the Services, and to never organize meetings with other users of the Internet or the Services without the Customer's strict supervision; and

(b.) supervise the use of the Services by minors and require that they inform the Customer as to the materials and information that they access.

---

## **6.0 Account and Account Use**

6.1 whether the actual user of the Services is the Account-holder, use of any of the contemplated Services shall at all times be governed by this Agreement. If the actual user of any of the contemplated Services is someone other than the Customer, the Customer shall be responsible for the actions of the said user. The use of any of the contemplated Services requires a valid user Account. Regardless of

6.2 As the Account-holder, the Customer is responsible for the Customer's Account and the maintenance, confidentiality and security of the Customer's Account and all passwords related to the Customer's Account.

6.3 The Customer is solely responsible and liable for any and all activities that occur under the Customer's Account, including all activities of any sub-account holders and persons who gain access to the Customer's Account, whether with or without the Customer's permission, unless the Customer has promptly notified UNISERVE of the unauthorized use, and taken all reasonable steps in conjunction with UNISERVE to prevent further unauthorized use.

6.4 To that end, the Customer agrees to immediately notify UNISERVE of:

(a.) any unauthorized use of the Customer's Account, any unauthorized Service provided to a third party through the Customer's Account or any misappropriation of the password associated to the Customer's Account, or

(b.) any other breach of security with respect to the Customer's Account or any Service provided through it.

6.5 The Customer further agrees to provide assistance to UNISERVE, as requested, to stop or remedy any such breach of security related to the Customer's Account.

6.6 The Customer remain responsible for all unauthorized use of the Customer's Account until the Customer notifies UNISERVE in accordance with this Agreement.

---

## **7.0 Customer Information and Privacy**

7.1 The Customer agrees at all times to provide true, current, accurate and complete information as required by UNISERVE's registration or Account-creation process or as otherwise requested by UNISERVE or its agents from time to time.

7.2 The Customer agrees to promptly notify UNISERVE of any changes to this information as required to keep such information held by UNISERVE current, complete and accurate.

7.3 The Customer's information and other details about the Customer's Account and the Services shall be made available online at UNISERVE's "My Account" home page : <https://myaccount.uniserve.com>.

---

## 8.0 Billing and Payment

8.1 It is the responsibility of the Customer to read and understand the following "Billing Policies". UNISERVE reserves the right to change the Billing Policies at their discretion in accordance with Section 1.

8.2 **Fees.** As an Account-holder, the Customer hereby agrees to pay such "Fees", including all applicable taxes, incurred by the use of any of the contemplated Services in arrears upon demand by UNISERVE, all of which shall be charged to the Customer in accordance with the rates and conditions established by the Service Schedule and any applicable SLA.

8.3 Typically, an account will incur three types of Fees:

- (a.) Service Fees are recurring, periodic service fees based on the Services the Customer has contracted for (please refer to the Service Schedule, My Account, and the UNISERVE Web Site for specific characteristics of the Customer's Services);
- (b.) Usage Fees are fees based on usage (such as the number of hours or minutes used, the amount of data sent or received, or the destination or location of data transmitted and received; and,
- (c.) Other Fees described in this Agreement, such as late fees or suspension fees on delinquent accounts, or cancellation fees, as the case may be.

8.4 **Billing and Invoices.** Accounts are invoiced on the Customer's Billing Date, and invoices are generated and sent electronically via e-mail or on paper to the address registered with the Customer's Account via ordinary post depending on the Customer's indicated preference.



8.5 The Customer's Service Fees will be invoiced and billed in accordance with the negotiated Recurring Period and must be paid as they come due.

8.6 The Customer's Usage Fees for previous Recurring Period's Services will appear on the Customer's invoice separately and are invoiced and payable separately.

8.7 Any failure of UNISERVE to provide the Customer with a bill or invoice pursuant to this Agreement does not affect the Customer's responsibility to pay any incurred charges.

**8.8 Payments and Payment Methods.** All amounts invoiced are due and payable upon receipt of the said invoice. The following pre-authorized or automatic payment options are available to the Customer:

(a.)

**Pre-Authorized Payment.**

To sign up for Pre-Authorized Payment, and the Customer must either complete the "Direct Funds Transfer" form with full signature by the Account holder or complete the Pre-Authorized Payment process available online through the My Account homepage, if the Customer's Account has already been activated. It is the Customer's responsibility to notify UNISERVE promptly of any changes to the Customer's bank payment information. Automatic payments are processed on the Billing Date.

(b.)

**Credit Card.**

Automatic monthly payments may be made using the following major credit cards: Visa, MasterCard or American Express. It is the Customer's responsibility to notify UNISERVE promptly of any changes to the Customer's credit card payment information prior to the Customer's next Billing Date. To sign up for

automatic monthly credit card payments, the Customer may complete the Credit Card payment process available online through the My Account homepage if the Customer's Account has already been activated.

(c.)

**Bank.**

The Customer may make payments at any Canadian bank service counter or bank machine. The Customer's printed invoices will contain a stub that can be separated from the rest of the invoice; the bank will require this stub in order to process the payment.

(d.)

**Cheques.**

The Customer may mail a cheque made payable to: "UNISERVE COMMUNICATIONS CORPORATION" along with the Customer's invoice stub, to:

**UNISERVE COMMUNICATIONS CORPORATION,  
SUITE 330, 333 TERMINAL AVENUE,  
VANCOUVER, B.C. V3A4C1**

8.9 The Customer can always contact the UNISERVE billing department for more information or to sign up for or withdraw from any particular method of payment.

8.10 Available billing and payment options may vary depending on the Customer's location, or the Services the Customer receives, and UNISERVE reserves the right to modify the types of payment it will accept, at any time, in its sole discretion, upon Notice to the Customer in accordance with Paragraph 24.6 below.

**8.11 Late, Rejected and Unpaid Amounts.** All Account invoices are due and payable immediately upon issuance, whether delivered via e-mail or regular post. If the Customer is set up for credit card or Pre-Authorized Payments, these amounts will be automatically taken care of by the Customer's credit card company or banking institution.

8.12 If any payment is declined, the Customer will be notified by UNISERVE's collections department. Services provided to the Customer may be suspended until such time as UNISERVE receives full payment.

8.13 Additionally, UNISERVE will charge a \$50 processing fee to the Customer's Account, and the Customer's Account may be subject to suspension for the following:

(a.) for cheque payment methods, if not fully paid within two (2) weeks of UNISERVE's Notice to the Customer of such a rejection,

(b.) for pre-authorized debit, within

**one (1) week**

of UNISERVE's Notice to the Customer of such a rejection, and,

(c.) for other payment methods, immediately upon the provision of Notice by UNISERVE.

8.14 Any outstanding balance on the Customer's Account (including accumulated late fees) unpaid for **30 (thirty) days** after the invoice date will accrue late fees (commencing as of the invoice date) at a rate of **2% per month, (24% per annum** compounded annually) on the total amount overdue.

**8.15 Suspension of Unpaid Accounts.** If there is an unpaid balance on the Customer's Account over **28 (twenty-eight) days** in arrears, UNISERVE reserves the right to suspend the Customer's Account, Services provided to the Customer, or the Customer's access to the said Account, until such time as the Customer makes satisfactory arrangements to pay the balance owing.

8.16 To reactivate a suspended Account, the full outstanding balance must be paid. Furthermore, UNISERVE may require a particular payment method be used for all future payments.

8.17 Any Accounts outstanding for more than **90 (ninety) days** will be sent to collections and will be subject to other collection charges.

8.18 **Collections.** The Customer agrees to pay all costs incurred by UNISERVE in the collection of any valid delinquent charges due under this Agreement or in the enforcement of this Agreement, subject to applicable laws.

8.19 UNISERVE may release the Customer's information to a collection agency for these express purposes only, and shall otherwise indemnify or hold-harmless the Customer for any act of the collection agency which utilizes this information beyond this express purpose.

8.20 **Payment Plan Changes.** Any changes made to the Customer's Account can only be made by the Customer or authorized person listed on the Customer's Account. If the Customer signs-up for a different method of payment, the Customer's Recurring Period will go into effect as of the next Recurring Period or Billing Date.

8.21 **Username Change/E-mail Address Change.** The Customer's Account will have one or more usernames or e-mail addresses associated with it (each a "Username"). The Customer can change the Customer's Username at any time.

8.22 A password must be provided with the new Username being activated. The user passwords associated with the Customer's Username may be changed at any time free of charge.

8.23 The Customer is responsible for backing-up any data associated with the Customer's Account, such as web-hosted materials, before changing any Username.

8.24 **Cancellations.** To cancel an Account, username, or e-mail address, the Customer or authorized person listed on the Customer's Account, must provide formal Notice in accordance with Paragraph 24.6 below.

8.25 All Accounts will have the cancellation made effective as at the end of the next Recurring Period after the request is received.

8.26 **Services Used.** The Customer, the Account-holder, shall be responsible for all usage charges on the Customer's Account, whether incurred by the Customer or other users.

8.27 It is the Customer's responsibility to track the use of the Customer's Account, including tracking any measurable units or charges that may be used in relation to the Customer's Account.

8.28 **Limitation Period for Billing Disputes.** Unless the Customer notifies UNISERVE of any errors, discrepancies or irregularities, in any invoice within 30 (thirty) days after receipt of such invoice, the invoice shall be deemed to be correct for all purposes, and to that end, the Customer agrees to release UNISERVE from any and all liability and claims of loss resulting from such errors, discrepancies or irregularities.

8.29 **Third Party Rules and Regulations.** The Customer's right to use a particular method of payment is subject to any limits established by the Customer's credit card issuer or financial institution, to the extent those limits are otherwise applicable.

8.30 By using a credit card, pre-authorized payment, bank account withdrawal, Bank Account Debit, or other payment method the Customer expressly authorize UNISERVE or its agents to charge all Fees and charges incurred by the Customer under this Agreement to such payment method, until such authorization is expressly revoked by the Customer in accordance with Paragraph 24.6 below.

---

## 9.0 Service Limitations

**9.1 General Practices and Limits.** The Customer acknowledges that UNISERVE may establish general practices and limits concerning the use of the Services as outlined in the SLA and MSA, including: the maximum size of any e-mail message or other data that may be sent from or received by an Account; the maximum disk space that will be allotted on UNISERVE's servers on the Customer's behalf; the maximum amount of data, speed of data or type of data that may be sent from or received using the Services or Account; and the maximum

number of days that e- mail messages, voice messages or other data will be stored on UNISERVE's servers.

9.2 The Customers agree to comply with all such general practices and limits, provided that:

(a.) All such general practices and limits comply with the negotiated limits outlined in the Service Schedule and any applicable SLA and MSA; and,

(b.) Any changes to these general practices and limits also comply with the minimum Notice requirements outlined in Paragraph 24.6 below.

9.3 The Customer agree that violating such practices or exceeding such limits may result in suspension, restriction or termination of the Customer's Account or the imposition of additional charges.

9.4 **Availability.** All Services are subject to the availability of suitable equipment, facilities and infrastructure, and consequently all Services are not available at all locations.

9.5 **Virus, Spam and Spyware Protection.** For those Services in which virus protection, spam control, or spyware protection are offered, the Customer acknowledges that these features are network-level services that attempt to filter such content before reaching the Customer's equipment; thus, further acknowledges, that such Services will not protect the Customer's equipment from any malicious, surreptitious or disabling code, virus, Trojan horse, spyware or spam, capable of circumventing such filters.

9.6 **Internet-based Services.** The Customer acknowledges that the Services provided depend on Internet availability and capacity (including networks, cabling, facilities and equipment that is not in the control of UNISERVE); accordingly:

(a.) Any representation made by UNISERVE regarding access performance, speeds, reliability, availability, use or consistency of the Services are on a "commercial best efforts" basis;

(b.) UNISERVE cannot guarantee any minimum level regarding such performance, speed, reliability, availability, use or consistency, but shall undertake at all times to provide "commercially best efforts" to ensure the

minimum standards outlined in the Service Schedule and any applicable SLA are maintained; and

(c.) Any data, messages, information or materials sent over the Internet (such as calls made using VoIP Services, or e-mail messages sent or received) may not be completely private, and the Customer's anonymity is not guaranteed.

**9.7 Interoperability.** UNISERVE does not guarantee or make any representation or warranty that any Service will operate with any particular equipment or software, including all Internet applications and appliances.

9.8 It is the Customer's responsibility to ensure that the Customer's equipment and software meet the current minimum requirements specified from time to time by UNISERVE as being necessary for access to any of the contemplated Services (however, compliance with such minimum requirements does not imply compatibility with the Services).

9.9 From time to time, the equipment or software required to access the Services may change. Accordingly, the Customer's equipment or software may cease to be adequate to access the contemplated Services. In such circumstances, the Customer may choose to upgrade the Customer's equipment or software, the cost of which will be borne by the Customer; alternatively, the Customer may choose to terminate the Customer's Account in accordance with Section 23.

**9.10 Compatibility.** The Services or any Equipment used to access the Services may interrupt the functioning of some home or business security systems or other devices that use the same phone line(s), communications hardware or protocols. UNISERVE will warn Customer prior to any (potential) interruptions that may occur to the best of its knowledge and ability.

9.11 The Customer acknowledges that UNISERVE is not responsible for any such problems or interruptions. The Customer is responsible for ensuring that the Customer's premises are appropriately wired to ensure proper functioning of any such security systems or other devices prior to installation of the Services.

## 10.0 Dial-Up Service-Specific Provisions

10.1 The Customer acknowledges that it is possible that the access numbers used by the Customer's modem to connect to the Dial-Up Services may result in additional or long distance charges being billed to the Customer. The Customer is solely responsible for determining whether the access numbers the Customer are using are subject to any additional or long distance charges and agrees to pay all such charges, including those that may be billed to the Customer by a third party.

10.2 UNISERVE will not reimburse the Customer for any charges incurred by the Customer as a result of selecting access numbers that are subject to additional or long distance charges.

10.3 Notwithstanding any provision to the contrary, UNISERVE may temporarily disconnect the Customer's access to the Service for "inactivity", "inactivity" defined as logging into the Dial- Up Services for an extended period without any network activity.

10.4 The Customer may not use any software or any other device for the purpose of simulating network activity (such as "keep alive" software) to avoid inactivity disconnection.

---

## 11.0 High Speed Service-Specific Provisions

11.1 Without limiting the generality of Section 9, High Speed Services have transfer rate limits as described in the Service Schedule and any applicable SLA. If the Customer's transfer rate exceeds these limits, extra fees may be charged per gigabyte, or UNISERVE may, elect to terminate or suspend the Customer's Services or Account in accordance with Section 23.

---

## 12.0 VoIP Service-Specific Provisions



**12.1 THIS SECTION CONTAINS IMPORTANT PROVISIONS, INCLUDING THOSE REGARDING 911 ACCESS. PLEASE READ CAREFULLY.**

12.2 Description. VoIP Services allow the Customer to make or receive telephone calls over the Internet to or from the public switched telephone network (“VoIP Calls”). The nature of VoIP Calls, while appearing similar to traditional telephone calling services, create unique limitations and circumstances and the Customer acknowledges that differences exist between traditional telephone service and the VoIP Services, including the lack of traditional 911 services and other privacy issues.

12.3 **911 Service.** Because of the unique nature of VoIP Calls, emergency calls to 911 through the VoIP Service (a “**911 Call**”) will be handled differently than traditional phone service. The following provisions describe the differences and limitations of 911 Calls:

(a.)

**Placing a 911 Call**

. When an individual makes a 911 Call, the VoIP Service 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 address on record with the Customer’s Account. However, due to the limitations of the VoIP System, 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 that would answer a traditional 911 call, and the Customer may be

required to provide the Customer's name, address, and telephone number to the call centre.

(b.)

#### **How The Customer's Information is Provided.**

The VoIP Service will attempt to automatically provide the PSAP dispatcher or emergency service operator (a “

#### **Dispatcher**

”) with the name, address and telephone number associated with the Customer's Account. However, for technical reasons, the Dispatcher may not be able to capture or retain the Customer's name, phone number or physical location. Therefore, when making a 911 Call, an individual must immediately inform the Dispatcher of their location (or the location of the emergency, if different). If the individual unable to speak, the Dispatcher may not be able to locate the Customer.

(c.)

#### **Correctness of Information.**

The Customer are responsible for providing, maintaining and updating correct contact information (including name, residential address and telephone number) associated to the Customer's Account. If the Customer does not correctly maintain or update this information, 911 Calls may be misdirected to an incorrect Dispatcher.

(d.)

### **Disconnections.**

The caller must not disconnect the 911 Call until told to do so by the dispatcher, as the dispatcher may not have the Customer's number or contact information. If the call is inadvertently disconnected, the individual must call back immediately.

(e.)

### **Connection Time.**

For technical reasons, including network congestion, it is possible that a 911 Call will produce a busy signal or will take longer to connect when compared with traditional calls.

(f.)

### **911 Calls May Not Function.**

For technical reasons, the functionality of a 911 Call may cease or be curtailed in various circumstances, including:

- i. ) **Failure of Service or Service Access Device** – if the Customer's Service Access Device fails or is not configured correctly or if the Customer's VoIP Service is not functioning for any reason, including in the event of power outage, VoIP Service outage, suspension or disconnection of the Customer's Service due to billing issues, network or Internet congestion, or network or Internet outage, in the event of a power, network or Internet outage, the Customer may need to reset or reconfigure the

Service Access Device before being able to use the VoIP Service, including for a 911 Call;

- i. ) **Changing Location of Service Access Device** – if the Customer moves the Customer’s Service Access Device to a location other than that described in the Customer’s Account information or otherwise on record with UNISERVE; and,
- i. ) **Use outside of Canada or the United States** – if the Customer moves the Customer’s System Access Device to a location other than one located in the USA or Canada (excluding Alaska, Hawaii, the Northwest Territories, Yukon and Nunavut).

(g.) **Alternate Services.** If the Customer is not comfortable with the limitations of 911 Calls, UNISERVE recommends that the Customer terminate the Services or consider an alternate means for accessing traditional 911 services.

(h.) **Inform Other Users.** The Customer is responsible for notifying, and the Customer agrees to notify, any user of the Customer’s VoIP Services of the nature and limitations of 911 Calls on the VoIP Services as described herein.

(i.) **No Liability and Indemnity.** The Customer acknowledges that UNISERVE will not be liable for any service outage or inability to place 911 Calls using the Customer’s VoIP Service or to access emergency service personnel due to the limitations of 911 service described herein.

**12.4 Privacy.** The Customer acknowledges that VoIP Calls and VoIP Services utilize, in whole or in part, the public Internet and third party networks to transmit voice and other communications, which transmissions may be intercepted by other parties.

**12.5 411 Service.** The 411 information service is available at UNISERVE's current rates as set by UNISERVE's web site, any changes to the said rate shall be subject to the Notice requirements outlined in Paragraph 24.6 below.

**12.6 900 and 976 Numbers.** VoIP Calls to certain special service phone numbers, including 900- and 976- numbers, may be limited and UNISERVE reserves the right to limit the Customer's ability to call any such number at its discretion.

**12.7 Long Distance Services.** Sections 13 and 14, relating to long distance service, are applicable to VoIP Services.

**12.8 Telephone Number Portability.** The Customer may be able to transfer an existing telephone number to the Customer's VoIP Service or the Customer's VoIP Service telephone number to another service provider, provided that the Customer's Account is in good standing. However, UNISERVE will not be responsible for any termination fees imposed by any other service provider as a result of the Customer transferring or instructing UNISERVE to transfer the Customer's existing number to the Services.

**12.9** UNISERVE cannot guarantee or warrant the timeliness or date of any transfer, nor can it guarantee that the Customer will be able to transfer the said number.

**12.10 Directory Services.** UNISERVE will make the Customer's name, address and telephone numbers available to publishers of paper and electronic telephone directories and to providers of operator services, in accordance with legal, contractual or regulatory requirements.

**12.11 Limit on Usage Patterns.** UNISERVE reserves the right to terminate, curtail or suspend the Customer's VoIP Services if the Customer's calling patterns materially exceed the negotiated limits outlined in the Service Schedule or applicable SLA, or, if the Customer breach any part of this Agreement.

**12.12 Bandwidth Usage.** VoIP calls require high-speed Internet bandwidth, which may affect throughput over any High Speed Services and will count towards the Customer's bandwidth usage for all High Speed Services.

**12.13 Specific Prohibitions.** The Customer is prohibited from using any VoIP Services for: automatic-dialing announcing devices and unsolicited voice and facsimile calls made for the purpose of solicitation; or, any application with continuous or excessive calling patterns for telemarketing (including charitable and political solicitation and polling), fax broadcasting or fax blasting.

---

### **13.0 Long-Distance Call-Specific Provisions**

**13.1 Rates and Fees.** Some of the Services include the ability for the Customer to place long-distance telephone calls. By dialing or placing a long-distance telephone call, the Customer agree to pay UNISERVE's then-current rates and fees for such calls.

**13.2** UNISERVE will make its rates and fees for long-distance telephone calls available on its website at [www.uniserve.com/telephone/](http://www.uniserve.com/telephone/). UNISERVE may change such rates and fees upon the provision of at least 30 (thirty) days prior Notice in accordance with Paragraph 24.6 below.

---

### **14.0 Unlimited Long-Distance Plan Limitations and Prohibitions**

**114.1** UNISERVE reserves the right to terminate, curtail or suspend the Customer's long-distance telephone Services if the Customer's calling patterns materially exceed the negotiated limits outlined in the Service Schedule or applicable SLA, or, if the Customer breach any part of this Agreement.

**14.2** Furthermore, the Customer is prohibited from using long-distance Services for: automatic- dialing announcing devices and unsolicited voice and facsimile calls made for the purpose of solicitation; or, any application with continuous or excessive calling patterns for telemarketing (including charitable and political solicitation and polling), fax broadcasting or fax blasting.

---

## 15.0 Support

15.1 The UNISERVE Customer Support Team will provide telephone assistance on a reasonable efforts basis, via the telephone number and during the hours specified on the UNISERVE Web Site.

15.2 Assistance is limited to the Customer's problems use of the contemplated Services or the Customer's Account and may exclude problems related to certain equipment and software, as specified by UNISERVE, in its discretion.

---

## 16.0 Service Installation, Maintenance and Removals

16.1 The following provisions apply to all installations, maintenance, inspections, repairs or removals of any Service or Equipment, whether by the Customer or by or on behalf of UNISERVE.

16.2 **Installation Services.** The standard installation configuration for self- installation or UNISERVE installation only includes the installation of the Service access device, such as a high speed modem for High Speed Services or a combination modem/ATA for VoIP Services (the "**Service Access Device**"), and related components to one stand-alone computer or non-networked server.

16.3 If the Customer wish to connect additional computers to the Internet or to the Customer's home network, the Customer are responsible for installing and maintaining the necessary systems and their configurations. The Customer is required to show that the Customer's equipment is functioning properly prior to UNISERVE doing any work on the Customer's equipment (where applicable).

16.4 **Hardware/Software Requirements.** Many Services require the Customer to have suitable hardware (such as a network interface card) or software (such as an operating system) installed in the Customer's computer before accessing the contemplated Services is possible. UNISERVE will not install, remove or rearrange any such software or hardware unless expressly provided for hereunder.

---

16.5 The Customer acknowledges that UNISERVE is not responsible for the installation, operation, maintenance or support of any equipment or software owned or used by the Customer, including any equipment or software used in connection with the Services provided.

16.6 **Access.** For any installation services provided by or on behalf of UNISERVE, the Customer authorizes UNISERVE, its employees, agents, contractors and representatives, to enter the Customer's premises and access the Customer's equipment and software for the purpose of installing, maintaining, inspecting, repairing or removing any equipment or software as reasonably required for the provision of the Services.

16.7 **Time of Access.** UNISERVE will exert commercially reasonable efforts to arrange for access to the Customer's premises at a time that is mutually convenient for the Customer and UNISERVE.

16.8 **Availability.** The Customer acknowledges that final confirmation of Service availability cannot occur until the necessary equipment is installed at the Customer's premises and tested in such environment. Installation options available for certain Services, including High Speed Services and VoIP Services will depend upon the Customer's location. Not all installation options or Services are available at all locations.

16.9 **Standards.** At all times, the Customer must provide:

- (a.) an adequate, standard household power outlet within 1.8 metres of the location that the Service Access Device is to be installed; and,
- (b.) a suitable location for the installation of the Service Access Device and associated components within 1.8 metres of the computer to be used for access to the Services and that provides reasonable ventilation and protection from damage to, or theft or loss of, the Service Access Device and associated components.

16.10 **Additional Charges.** Additional charges shall apply when it is necessary for UNISERVE to install special equipment or software or to incur an unusual expense to establish or install the Services. All site visits for



moves, changes, rearrangements or re-installations of a Service will involve a minimum charge, unless otherwise specified by UNISERVE.

**16.11 Preventing Unanticipated Loss of Data.** UNISERVE recommends that the Customer back-up all existing computer files by copying them to a different storage device prior to the installation or maintenance of any Services, software, Service Access Devices or related components.

---

## 17.0 UNISERVE Equipment

17.1 The Customer acknowledges that any Equipment provided by UNISERVE, including Service Access Devices or related components, as part of the Services (collectively, “**UNISERVE Equipment**”), shall at all times be owned by UNISERVE and that nothing in this Agreement grants the Customer any right, title or interest in or to such UNISERVE Equipment except as expressly set out in this Agreement.

17.2 The Customer hereby agrees not to sell, transfer, lease, assign any interest in, or encumber all or any part of such UNISERVE Equipment.

17.3 The Customer agrees not to tamper or modify the device in any manner, including: changing the electronic serial number or other identification code of such UNISERVE Equipment, altering the firmware of such UNISERVE Equipment or performing factory resets.

17.4 The Customer agrees that all UNISERVE Equipment is exclusively for use in connection with the Service, and to that end, agrees to use all UNISERVE Equipment in the manner and for the purpose for which it was intended and solely as expressly permitted under this Agreement.

17.5 In accordance with Paragraphs 23.17 and 23.18 below, UNISERVE Equipment must be returned upon termination, cancellation or deactivation of the Customer’s Account or the contemplated Services for any reason.

17.6 The Customer agrees not to access the contemplated Services with any Equipment or device that has been modified, tampered, or altered so as to change the electronic serial number or identification code, or circumvent any access controls, limitations or security mechanisms in connection with the Service.

---

## **18.0 Software Supplied by UNISERVE**

18.1 The Customer agrees that any and all software and documentation that forms part of the Services, or that is otherwise supplied by UNISERVE, its agents or representatives for use in connection with the Services (the “Software”), is protected by applicable intellectual property laws, remains the sole property of UNISERVE or its suppliers and is supplied subject to the terms of this Agreement, including the Disclaimers and Limitations of Liability herein, and the terms of any applicable software license made available to the Customer by UNISERVE.

18.2 Unless otherwise expressly authorized by UNISERVE or in the applicable Software license, the Customer agrees not to:

- (a.) copy, modify, rent, lease, loan, sell, assign, sublicense, grant a security interest in or otherwise transfer any right or interest in the Software;
  - (b.) distribute, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover the source code, of the Software;
  - (c.) remove any proprietary notices or labels on or in the Software; or,
  - (d.) allow any other person or entity to engage in any of the foregoing activities.
- 

## **19.0 Acceptable Use and Prohibitions**

---

19.1 the acceptable and prohibited use of the Services. The Customer agrees to fully abide by each of the following terms and conditions regarding.

19.2 **Background.** UNISERVE is committed to being the best possible network citizen. To assist us in protecting the usefulness and enjoyment of the Internet and the Services for our members and for other users, we require full compliance with these acceptable use provisions. **Lawful Use.** The Services may be used only for lawful purposes.

19.3 **Prohibited Conduct.** Without limiting the generality of the foregoing, the Customer further agrees not to:

(a.) post, upload, reproduce, distribute or otherwise transmit

- i. ) unauthorized or unsolicited commercial e-mail, junk or bulk e- mail, chain letters or other “spam” (whether or not using e-mail services, such as Instant Messaging spam) or any other duplicative or unsolicited messages, surveys, contests or pyramid schemes,
- i. ) any information, material or software that contains a virus, cancelbot, Trojan horse, worm or other harmful, disruptive or surreptitious component,
- i. ) inappropriate, profane, defamatory, information or materials where such activity gives rise to civil liability, or otherwise violates the rights or assists others to violate the rights of UNISERVE or any third party; or
  - i. ) information or materials where such activity constitutes a criminal offence, or otherwise engage in or assist others to engage in any criminal offence; such offences include communicating

hatred, pyramid selling, unauthorized use of a computer, mischief in relation to data, fraud, obscenity and child pornography;

(b.) engage in threats, harassment, intimidation, stalking or abuse or any conduct that violates the legal rights of others, including the rights of minors and rights relating to privacy and publicity;

(c.) scan or probe another computer system, obstruct or bypass computer identification procedures or engage in unauthorized computer or network trespass;

(d.) forge headers or otherwise manipulate any protocols or identifiers used in any system or protocol in such a manner to disguise the origin of any data transmitted using the Services;

(e.) impersonate or falsely represent the Customer's association with any person, including a UNISERVE representative;

(f.) export equipment (including the UNISERVE Equipment, any Service Access Device and related components), software or data outside of Canada or the United States in contravention of applicable export control legislation;

(g.) violate established or accepted network etiquette, applicable charters, FAQs, policies, rules or guidelines of UNISERVE or other parties;

(h.) disrupt or threaten the integrity, operation or security of any Service, any computer or any Internet system;

(i.) engage in conduct that elicits or is likely to elicit complaints from other Internet users, restricts or inhibits any other person from enjoying the Service or the Internet, or, in the sole judgment of UNISERVE, is otherwise objectionable;

(j.) use or register UNISERVE's trade-marks, trade names or logos, including any such trade-marks, logos or service marks displayed on any web site(s) operated by UNISERVE, without UNISERVE's express prior written permission;

(k.) share, resell, reproduce, copy, distribute, redistribute, or exploit for any commercial purposes, any portion of, use of or access to, any Service, except where expressly authorized by UNISERVE;

(l.) extract, gather, collect, or store personal information about others without their express consent; or

(m.) allow any other person or entity to engage in any of the foregoing activities while using the Customer's Account.

19.4 Notification regarding Prohibited Use. If at any time the Customer becomes aware of any violation, by any person or entity, of the acceptable use rules set out above, which involves the Customer's Account, the Customer agrees to immediately notify UNISERVE and provide UNISERVE with assistance, as requested, to stop or remedy such violation.

19.5 UNISERVE's Remedies. UNISERVE may suspend, restrict or terminate the Customer's Services or Account in accordance with Sections 23 and Paragraph 24.6 below, if UNISERVE determines or believes that the Customer has violated any of the acceptable use rules set out above.

---

## 20.0 Proprietary Rights

20.1 The Customer acknowledges the following.

20.2 **Third-Party Content.** Content, including text, software, music, sound, photographs, video, graphics or other material accessed or available through the Services or the Internet may be owned by parties other than

the Customer (including UNISERVE and third parties) and may be protected by applicable copyrights, trademarks, patents, trade secrets or other proprietary rights and laws.

**20.3 UNISERVE Content.** Except where expressly stated otherwise, all programs, Services, processes, designs, technologies, materials and all other things comprising the Services are owned by UNISERVE, its licensors or its suppliers and are protected by applicable copyrights, trademarks, patents, trade secrets or other proprietary rights and laws.

**20.4 The Customer's Content.** UNISERVE does not claim ownership of information, materials, software or other content (collectively, the "Customer Content") that the Customer posts, uploads, inputs, provides, submits or otherwise transmits to UNISERVE, or any third party using the Services. The Customer agrees that by posting, uploading, inputting, providing, submitting or otherwise transmitting the Customer Content to UNISERVE or any third party using the Services, the Customer is relying on UNISERVE to provide those services contracted for and expected in order to use, copy, distribute, transmit, display, edit, delete, publish and translate such Customer Content to the extent reasonably required by UNISERVE to provide the Services to its customers or to ensure adherence to or enforce the terms of this Agreement. The Customer does not authorize or grant UNISERVE any right or license to the Customer Content in any manner outside the terms of this Agreement.

**20.5 IP Addresses, E-Mail Addresses; Telephone Numbers, etc.** Except where otherwise specified by UNISERVE, telephone numbers for VoIP Services and numbers and addresses for other Services (such as both static and dynamic IP addresses and e-mail addresses) assigned to the Customer by UNISERVE during the term of this Agreement remain the property of UNISERVE at all times and UNISERVE reserves the right to change such telephone numbers, numbers and addresses assigned to the Customer at any time with prior written consent of the customer and provided that UNISERVE notifies the Customer prior to any such changes.

**20.6 Public Transmission.** The technical processing and transmission of the Services, including the Customer Content and other content, materials or other information, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices.

**20.7 Caching.** The Customer further acknowledge that any Customer Content, materials or information that the Customer may access through the Services may be subject to “caching” or other policies and procedures at intermediate locations on the Internet.

---

## **21.0 Compliance Measures and Complaints**

21.1 The Customer acknowledges that UNISERVE has no obligation to censor or monitor use of the Services by the Customer, any authorized user of the Customer or any third party (including any obligation to censor or monitor any Customer Content, material or other information sent, received or accessible by the Customer through the Services or the Internet). However, the Customer agrees that UNISERVE has the right to monitor use of the Services and monitor, review and retain such Customer Content, material or information, if UNISERVE reasonably believes that such activity is reasonably necessary to provide the Services to the Customer, to ensure adherence to or enforce the terms of this Agreement, to comply with any laws or regulations, to respond to any allegation of illegal conduct or claimed violation of third party rights, or, to protect the Customer, itself, or others.

21.2 If UNISERVE receives a complaint relating to use of the Services by the Customer or through the Customer’s Account, the Customer acknowledges that UNISERVE may investigate the complaint, restrict, suspend or terminate any Accounts or Services involved, or, remove any Customer Content, information or materials from its servers, provided always that any requirement for Notice is duly complied with in accordance with Paragraph 24.6 below.

---

## **22.0 Disclaimers and Limits of Liability**

**22.1 Acknowledgement of Risk.** The Customer acknowledges that all use of the contemplated Services is at the Customer’s own risk, subject only to the express qualification of that risk contained in this Agreement and the relevant documents incorporated by reference.

---

22.2 The Customer further acknowledges that the UNISERVE web site, which the Customer may visit while using the contemplated Services, may contain links to other web sites, which links are provided solely as a convenience to the Customer. The inclusion of any such link does not imply the endorsement of, investigation by, or independent verification (as to the authenticity of the content contained therein), by UNISERVE.

22.3 UNISERVE makes no conditions, warranties or representations about the suitability, reliability, usability, security, quality, capacity, performance, availability, timeliness or accuracy of the contemplated Services, the networks of third parties or any content sent or received using or through the said Services, except as expressly provided for under this Agreement and the relevant documents incorporated by reference.

22.4 **Limitation of Liability.** Any liability on the part of UNISERVE for damages or loss (including damages for loss of profits, goodwill, opportunity, earnings, use or data, arising directly or indirectly from or related to this Agreement or the use, non-use, or installation of the contemplated Services or any software or service access device or related components), regardless of the cause of action, shall be limited to the applicable “Deemed Damages” contemplated in Section 23, **and**, such other liability imposed by a duly authorized Court of Law in accordance with Section 24.

22.5 Notwithstanding any other provision of this Agreement, in no event shall UNISERVE, its parents, subsidiaries, affiliates and their respective officers, directors, agents, employees, suppliers, resellers and distributors (collectively, the “UNISERVE Entities”) be liable for any indirect, incidental, or consequential damages.

22.6 For greater certainty, this limit to the potential liability of UNISERVE shall be understood to exist notwithstanding the fact that one or more of the UNISERVE Entities have been advised of the possibility of such damages or loss, and, shall continue to exist notwithstanding any damages or losses arising from:

- (a.) 911 service outages, delays, errors or omissions or the Customer’s inability to
  - i. ) place 911 calls using the Customer’s Services, or
  - ii. ) access emergency service personnel.



- (b.) The sending, receiving, not sending, not receiving, loss, deletion or alteration of any transmissions or data, including any 911 Call, e-mail messages or telephone or VoIP transmissions, and any transactions entered into through or using the Services, including domain name registrations, renewals and transfers;
- (c.) Any suspension, curtailment, restriction, termination or other limitation placed on the Customer's Services or the Customer's account;
- (d.) Any act or omission of the Customer or any third party, including any threatening, defamatory, obscene, offensive or illegal conduct or any infringement of another's rights, including intellectual property rights;
- (e.) Any loss or damage to the Customer's equipment, software or data arising directly or indirectly out of use or non-use of the Services or any service access device or related component;
- (f.) The performance of the internet or the Services;
- (g.) The content or accuracy of any material, information or data (including any software) related to this Agreement or viewed, downloaded, accessed or transmitted using, over or through the internet or the Services, including material which infringes the rights of others or otherwise violates laws or regulations;
- (h.) The viewing, downloading, transmitting, accessing, purchasing or by any other means acquiring any information, material, product or service accessible through the internet or the Services;
- (i.) Delays, errors, interruptions, mistakes, omissions, non-delivery, incorrect delivery, viruses, Trojan Horses, spyware, spam or defects in the transmission of

any information, material or data over or through UNISERVE's systems or networks or the systems or networks of third parties; and

(j.) Installation or maintenance of the Services, whether by the Customer, UNISERVE or third parties, including if an installation appointment for the Services is missed, either by UNISERVE or by any third party installer.

**22.7 Indemnity.** The Parties agree to indemnify and hold-harmless each other from all demands, claims, awards, actions, proceedings, damages, losses, costs, charges and expenses, (including legal fees, if awarded by a duly authorized Court of Law), incurred by or made against the other, which results from or relates to:

(a.) Any failure or outage of the Service, including those related to 911 calls;

(b.) Access to or use, by the Customer or any third-party (with the Customer's knowledge and consent), of the Services, any service access device or related components, or the Customer's account; or

(c.) Any act or omission, including breach or non-performance of this Agreement and any violation of third-party rights.

**22.8 Force Majeure.** Neither party shall be responsible for a failure to fulfil its obligations under this Agreement or for delay in doing so if such failure or delay is due to circumstances beyond its reasonable control, such as acts of God, acts of government, war, riots, strikes and accidents in transportation (collectively, "*Force Majeure*").

---

## **23.0 Suspension, Cancellation, and Termination.**

**23.1 By The Customer.** The Customer may stop using the contemplated Services at any time, but UNISERVE will continue to bill the Customer until the Customer terminates the Customer's Account or this Agreement in accordance with this Section.

23.2 The Customer may cancel any Services, the Customer's Account, or otherwise Terminate this Agreement at any time by forwarding Notice to UNISERVE in accordance with Paragraph 24.6 below, at least **30 (thirty) days** prior to the Customer's next Billing Date, which Notice shall specify:

(a.) the Customer's request for Account cancellation, Service cancellation, or Agreement termination;

(b.) the Customer's name, authorized representative's name, and respective contact telephone number(s); and,

(c.) the Customer's Username and password (if applicable).

23.3 UNISERVE will process the Customer's request effective on the day immediately before the next Billing Date, provided UNISERVE received the Customer's request at least **30 (thirty) days** before that Billing Date.

**23.4 Please be advised only an authorized representative of the Customer, or Account holder themselves, may cancel Services, cancel their Account, or otherwise Terminate this Agreement.**

**23.5 Cancellation Fees.** Any termination of this Agreement by the Customer prior to the end of the then current Term, absent Just Cause, shall entitle UNISERVE to "Deemed Damages".

23.6 For the purposes of this Section, "Just Cause" shall be understood to include:

(a.) The material breach of any term or condition of this Agreement by UNISERVE;

(b.) The occurrence of any

*Force Majeure*

or other act of frustration which would make compliance with the terms and conditions of this Agreement practically impossible;

(c.) Any mutual amendment, modification, abridgement or other cancelation of this Agreement as consideration for entering into another agreement; or

(d.) Any other valid cause at law in accordance with Paragraph 24.10 below.

23.7 **By UNISERVE.** UNISERVE may suspend the Customer's Account, restrict available Services, or otherwise terminate this Agreement, only in accordance with this Section.

23.8 Provided that 48 (forty-eight) hours Notice has been provided to the Customer in accordance with Paragraph 24.6 below, UNISERVE may suspend the Customer's Account, for any of the following reasons:

(a.) the operation or efficiency of the Services or UNISERVE's or any third party's equipment or network is impaired by the use of the Services from the Customer's Account;

(b.) any amount is past due from the Customer to UNISERVE;

(c.) UNISERVE has received a third party complaint, which relates to the use or misuse of the Services from the Customer's Account;

(d.) the Customer has or is in breach of any term or condition of this Agreement;  
or

(e.) the Customer's Account contains invalid contact information.

23.9 Notwithstanding any suspension of the Customer's Account UNISERVE shall **not** restrict the availability of Services to the Customer, unless 30 (thirty) days have elapsed since the provision of Notice outlined above, and the impugned act or omission outlined in the said Notice has not been addressed by the Customer.

23.10 If the conduct contemplated above does not resolve to the Satisfaction of UNISERVE within one full Recurring Period of the suspension of Services, such conduct shall be deemed to be a material breach of this

Agreement, entitling Universe to terminate this Agreement upon Notice to the Customer in accordance with Paragraph 24.6 below, such termination to take effect 30 (thirty) days from the provision of the said Notice.

23.11 Any termination by UNISERVE as a result of a material breach of this Agreement by the Customer, shall entitle UNISERVE to Deemed Damages in an amount equivalent to three (3) Recurring Periods' worth of Service Fees. 23.12 Notwithstanding anything outlined in this Section, UNISERVE may otherwise terminate this Agreement at their discretion upon the provision of 90 (ninety) days Notice to the Customer in accordance with Paragraph 24.6 below.

23.13 Any such termination by UNISERVE, which occurs prior to the expiry of the then-current Term, shall entitle the Customer to Deemed Damages in an amount equivalent to three (3) Recurring Periods' worth of Service Fees.

23.14 **Effect of Termination.** Subject to Paragraphs 23.5 and 23.6 above, any termination of this Agreement, shall not relieve the Customer from any amounts owing or other liability accruing under this Agreement prior to the effective date of such termination.

23.15 Additionally, upon any suspension of the Customer's Account, restriction of Service, or termination of this Agreement, UNISERVE shall have no obligation to forward any unread or unsent electronic messages to the Customer or any third- party, or to maintain any messages, information or other Customer Content related to the Customer's Account.

23.16 Furthermore, UNISERVE shall have no responsibility to notify any third party, including any third-party service providers, merchants or information processors, of any suspension, restriction or termination of the Customer's Account or any of the contemplated Services.

23.17 **Return of Equipment.** The Customer agrees to return any and all UNISERVE Equipment to UNISERVE within 30 (thirty) days of termination of the Agreement or cancellation of the Customer's Account, unless otherwise directed by UNISERVE.

23.18 If the Customer fails to return such UNISERVE Equipment in accordance with the foregoing, or if such UNISERVE Equipment is otherwise returned damaged or in disrepair, the Customer shall be liable for the cost of repairing or replacing the said Equipment, along with any applicable shipping or associated taxes.

---

## 24.0 General

24.1 **Entire Agreement.** This Agreement, as amended from time to time, including any and all documents, web sites, rules, terms and policies referenced herein, constitutes the entire agreement between UNISERVE and the Customer with respect to the matters referred to in this Agreement and as such, this Agreement supersedes all prior agreements and/or understandings, whether electronic, oral or written, between UNISERVE and the Customer with respect to such matters.

24.2 **Currency.** All monetary amounts expressed in this Agreement and those documents incorporated by reference, shall be understood to reference Canadian dollars, unless otherwise expressly stated.

24.3 **Assignability.** Either Party may assign their respective rights and obligations under this Agreement to related third-parties, upon the consent of the other Party, which consent shall not be unreasonably withheld.

24.4 **Enurement.** This Agreement shall inure to the benefit of and bind the Customer and UNISERVE and their respective successors and permitted assigns.

24.5 **Relationship.** The Customer agree that no joint venture, partnership, employment or agency relationship exists between UNISERVE and the Customer as a result of this Agreement or use of the Customer's Account or any Services.

24.6 **Notice.** Any "Notice" contemplated by this Agreement shall be delivered in writing to the other Party, which delivery shall utilize some form of confirmed-delivery service, be it facsimile, electronic mail, courier, or registered post. All Notices shall be sent to the respective business addresses, facsimile numbers, or e-mail addresses of the individual Parties or their authorized representatives, as may be indicated in the respective Service Schedule, SLA, or other document incorporated into this Agreement by reference, or, at such other

---

address or fax number as may be subsequently made known to one Party by the other. Receipt of the said Notice shall be deemed to have occurred as at the date and time indicated on the confirmation.

**24.7 Waiver.** The failure of either Party to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the Customer and UNISERVE nor the actions between the Parties shall be understood to modify any provision of this Agreement.

**24.8 Remedies.** The rights, powers and remedies provided for by this Agreement, shall be understood to be cumulative to each other, and in addition to, any right, power or remedy that may be available at law or in equity, unless the context contemplates otherwise.

**24.9 Severability.** If any of the provisions of this Agreement or any part thereof shall be or held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement but rather the unenforceability shall be restricted to that portion of the Agreement which shall be severed from the remainder of the Agreement for those limited purposes, with the remainder to be construed and enforced accordingly, to the fullest extent possible.

**24.10 Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws generally applicable in the Province of British Columbia, Canada. The Customer hereby irrevocably consents to the exclusive jurisdiction of the courts of first instance located in the Province of British Columbia with respect to any matter arising under this Agreement.

**24.11 Survival.** The following provisions shall survive termination of this Agreement: Sections 3, 5, 6, 7, 8, 16, 17, 18, 20, 22, 23, and 24 (inclusive), as well as, any other provisions that, by their meaning, are intended to survive termination of this Agreement.

**24.12** By activating or using any of the contemplated Services, Equipment or user “Account” with UNISERVE, the Customer agrees to be legally bound by and abide by the terms of this Agreement.



**24.13 If the Customer does not wish to be bound by this Agreement, the Customer must not activate or use any Service or Equipment and should immediately contact UNISERVE to terminate the Customer's Account, should one already exist.**