



## Terms & Conditions of Service

# DCI BROADBAND

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These are the terms and conditions of DCI Telecom Inc. for Broadband Local Line Service between you, the "Customer" and us, DCI Telecom Inc. By using the service, you acknowledge that you have read, understood and accepted these terms and conditions which must be respected in order for DCI Broadband Local Line service to remain active. You agree that DCI can change said terms and conditions from time to time and subsequent use of DCI's service, after notification to the customer, shall constitute acceptance of the new terms & conditions. We may also modify, at any time and without notice, the charges for using our service. We will inform you as quickly as possible of such changes; however, you shall be liable for any modified charges as soon as they come into force. If you have entered into a DCI Telecom Term Agreement, the monthly service charges, will remain unchanged for the duration of the term, all other charges may be modified.

You agree to accept our calculation of usage as conclusive and to be liable for the payment of all charges and all other obligations under this agreement, including the system access fee, 911 service fee, monthly service charges, operator and directory assistance, long-distance, equipment rental, and any other charges you may incur like early termination fees and administration charges, where applicable. If you do not pay for the charges you owe us by the specified due date, you agree that we can charge any outstanding amount to your credit card or withdraw it from any authorized bank account or debit card. In the event that your credit card is terminated for any reason whatsoever during the term of this agreement, you agree to immediately notify DCI and to provide access to another credit card and/or credit facility acceptable to DCI. Failure to do so will result in cancellation of provision of service. You understand that we may bill you up to one year from the date the charge was incurred.

You agree to accept your DCI Telecom Local Line Broadband invoice by email in PDF format. If you prefer to receive your invoice by regular mail, you will be charged \$0.95 each month for shipping & handling. You will receive an invoice each month, which must be paid upon receipt. A late payment service fee of \$5.- per month or 28.8% per year but not more than the maximum amount permitted by law will be charged on any outstanding balance and will be added to your monthly invoice. Offsetting your invoices by an amount that we may owe you, for any reason whatsoever, is not permitted.

Unless you have signed a term contract with us, this agreement shall be in force until such time as either you or DCI elect to discontinue the service and cancel this agreement upon not less than 30 days written notice. Upon cancellation of the agreement, all amounts owed by you to DCI will become due and be payable immediately. Notwithstanding the above, DCI may at any time during the currency of this agreement and without notice, temporarily or permanently cease to provide service. If you breach this agreement, all reasonable costs of collecting and/or enforcing this agreement will be paid by you including all legal fees, disbursements, \$10 per notice and \$25 for the final pre-collection notice. You agree that at the end of your initial service agreement period, your DCI service plan will automatically default to a month-to-month subscription.

You agree that telephone numbers are a limited public resource, that you do not own the Broadband telephone number assigned to you and that we may change this number by providing you with 30 days notice. However, we will take all reasonable measures to prevent such an occurrence.

You agree that DCI Telecom and the local exchange carriers furnishing directory listing services to DCI Telecom shall not be held liable for any errors or omissions in the directory listing of your telephone number made by DCI Telecom or such local exchange carriers, due to negligence or otherwise, whether or not the errors or omissions are with regards to your name, address, telephone number or any proprietary rights used in connection thereto.

You agree NOT to use our Service for any illegal purpose, including but not limited to, violating the law, making annoying or offensive calls, or interfering with other customers' Service. You agree NOT to tamper with any DCI equipment or software provided to you, or to allow anyone else to do so. You agree NOT to resell, transfer or share your Service.

You agree to notify DCI immediately, in writing or by calling DCI customer support, if the phone adapter is stolen or if you

become aware at any time that your Service is being stolen or fraudulently used. When you notify us, you must provide your account number and a detailed description of the circumstances of the Equipment theft or fraudulent use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. You will be liable for all fraudulent use of the Service until DCI is notified. If you have signed a term contract with us, you will also need to replace your phone adapter to continue Service. Should you not wish to replace your device, you will be required to pay us for any applicable early cancellation fees.

If, for any reason, your Service is terminated prior to the end of the service agreement period, you agree to pay us \$125 early termination penalty. Furthermore, if you received a credit or rebate as part of a special promotion that requires you to keep your service activated for a specific period of time, you will have to reimburse us an amount equivalent to the credit or rebate you received as additional penalty. Any downgrading of service agreement period length is also subject to an administrative fee.

We do not warrant that all or any part of our services or equipment that you purchase from us, will always be working without interruption. For example, when you use the Services outside of Canada, you may not be able to make international calls. DCI Telecom also does not currently offer collect call or operator services via this Service.

911 SERVICE IS AVAILABLE TO YOU ONLY IF THE DCI PHONE ADAPTER IS USED AT THE MUNICIPAL ADDRESS ON FILE WITH DCI. SHOULD YOU CHOOSE TO OPERATE YOUR SERVICE OUTSIDE OF YOUR MUNICIPAL ADDRESS AS REGISTERED WITH DCI EITHER TEMPORARILY OR PERMANENTLY, 911 SERVICE WILL NOT OPERATE PROPERLY AND WILL NOT BE ABLE TO ASSIST YOU.

You acknowledge and understand that service outages by your Internet service provider will prevent all Broadband phone service, INCLUDING 911 SERVICE.

You acknowledge and understand that power failures and other power supply interruptions will prevent all Broadband phone service, INCLUDING 911 SERVICE and the Service will not function until power is restored. You may also have to re-set or reconfigure Equipment prior to using the Service again.

You acknowledge and understand that service outages due to suspension of your account as a result of billing issues will prevent all Broadband service, INCLUDING 911 SERVICE.

You agree that we may interrupt our service temporarily, at any time, in order to perform system maintenance and repairs, or for other reasonable cause, in particular, non-payment. Any such temporary interruption will not reduce your obligations to us. You understand and agree that DCI may at any time during the currency of this agreement and without notice, temporarily or permanently cease to provide service.

You acknowledge and understand that if there is a service outage for any reason whatsoever, such outage will prevent all Broadband phone service, INCLUDING 911 SERVICE.

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

YOU ACKNOWLEDGE AND AGREE THAT DCI TELECOM ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS AND UNDERLYING CARRIERS, WILL NOT BE LIABLE FOR ANY INJURY, DEATH OR DAMAGE TO PERSONS OR PROPERTY, ARISING DIRECTLY OR INDIRECTLY OUT OF, OR RELATING TO THE 9-1-1 SERVICE AND YOU AGREE TO INDEMNIFY AND HOLD HARMLESS DCI TELECOM (AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND UNDERLYING

CARRIERS) FOR ANY LIABILITIES, CLAIMS, DAMAGES, LOSSES AND EXPENSES, (INCLUDING REASONABLE LEGAL FEES AND EXPENSES) WHICH YOU MAY SUFFER OR INCUR, ARISING DIRECTLY OR INDIRECTLY OUT OF OR RELATING TO YOUR FAILURE TO OBTAIN ACCESS TO 911 SERVICE.

DCI TELECOM, AND ITS AFFILIATES, UNDERLYING CARRIERS, DIRECTORS, EMPLOYEES AND AGENTS, SHALL IN NO EVENT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY ACTUAL, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER, INJURY, DEATH OR DAMAGE TO PERSONS OR PROPERTY, REGARDLESS OF THE FORESEEABILITY THEREOF, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PROVISION OF SERVICES OR IN ANY WAY ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, DELAY, NEGLIGENCE, STRICT TORT LIABILITY, PATENT OR INTELLECTUAL PROPERTY MATTERS OR ANY OTHER LEGAL OR EQUITABLE THEORY. HOWEVER, IN THE EVENT A COURT OF COMPETENT JURISDICTION FINDS DCI TELECOM LIABLE, YOUR EXCLUSIVE REMEDY AND DCI TELECOM'S SOLE LIABILITY, FOR DAMAGES TO YOU FOR ANY CAUSE WHATSOEVER REGARDLESS OF FORM OF ACTION, INCLUDING NEGLIGENCE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE PRICE OF SERVICES AND PRODUCTS PURCHASED BY YOU DURING THE ONE (1) MONTH PERIOD PRECEDING THE EVENT WHICH CAUSED THE DAMAGES OR INJURY. NO ACTION OR PROCEEDING AGAINST DCI TELECOM MAY BE COMMENCED MORE THAN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO SUCH CLAIM. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT AND/OR SERVICE SCHEDULE.

DCI shall be at liberty at any time to assign all benefits and obligations under this agreement to any person who will agree to accept assignment of all the benefits to which DCI is entitled hereunder and to assume all the obligations to which DCI is subject hereunder. The customer may not assign or attempt to assign this agreement or any of the services making up the service without the express written permission of DCI.

If the customer is a corporation, the signatory of the present agreement, when accepted, personally constitutes himself (herself) joint and binding surety of all the obligations assumed by the customer in virtue of the presents and expressly renounces to the benefit of discussion and division, assuming everything as his (her) personal affairs as a principal debtor. DCI is not required to exhaust any remedies it might have against the customer before proceeding against the signatory of the present agreement. The liability of the signatory shall be joint and several with that of the customer.

DCI reserves the right to refuse any application. From time to time DCI may require a cash deposit or bank guarantee based on the customer's usage and credit history and the customer's monthly billings.

This agreement constitutes the entire agreement between the parties. Other than this agreement there are not and will not be any verbal statements, representations, warranties, undertakings, or agreements between the parties hereto. Except as provided herein this agreement may not be amended or modified in any respect except by written instrument signed by the customer or its authorized agent and by an authorized agent of DCI.

This agreement shall endure to the benefit of the successor and assigns, and shall be binding upon their heirs, executors, administrators, and other legal representatives of the parties hereto.

If any provisions of this agreement are held invalid, illegal, or unenforceable, this shall not affect the validity or enforceability of the other portions hereof, all of which provisions are hereby declared severable.

This agreement shall be governed by the laws of the Province of Quebec. All notices given under this agreement must be in writing and must be delivered to DCI or the customer at the respective addresses set out on the front of the agreement, or such other addresses as the parties hereto notify each other in writing.

DCI and the Customer confirm that it is their express wish that this agreement, and all documents related thereto, be in English. DCI et le Client conviennent qu'il est de leur volonté expresse que la présente entente, ainsi, que tout document s'y rapportant, soit rédigés en anglais.