



## Terms & Conditions of Service

# DCI WIRELESS™

These are the terms and conditions of the Agreement between you, the "Customer" and us, DCI Telecom Inc. (or "DCI Wireless"). By using DCI Telecom wireless service, you acknowledge that you have read and accepted the following terms and conditions. These terms and conditions may be changed from time to time and put into effect after notification to the customer. Subsequent use of DCI's service shall constitute acceptance of such changed terms & conditions. You understand that the terms and conditions of this Service Agreement must be respected in order for DCI Wireless service to remain active.

You agree to be liable for the payment of all charges and all other obligations under this agreement, including the system access fee, monthly service charges, any applicable airtime, long-distance, data transfer, roaming and other charges you may incur, as well as the early termination fee 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 credit card. You hereby authorize DCI Telecom Inc., or its assigns to debit your credit card for all overdue payments or any other amounts ensuing from this agreement, if necessary to do so, for the whole duration of this contract. 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 wireless 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.

You agree to accept our calculation of usage as conclusive. Data usage rates may vary from those stated as a result of data compression and transmission control characters included in the calculation of usage. Our network may also re-send data packets to ensure complete delivery and you will be billed for these re-sent packets. A charge applies per text message or data packet sent, according to your price plan, regardless of whether the text message or data packet was delivered to the destination.

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 to the other. 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 wireless or messaging service plan will automatically default to a month-to-month subscription at which time you may select another wireless plan or continue service or a month to month basis.

You agree that telephone numbers are a limited public resource, that you do not own the wireless 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 that we may interrupt our service temporarily, at any time, 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 agree that we may modify, in whole or in part, the terms and conditions of this Agreement at any time. We will inform you of any changes as soon as is reasonably possible, with such changes taking effect five (5) days after being issued. 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 that the SIM card supplied with DCI Wireless service remains the property of DCI and MUST be returned upon account cancellation in good working condition or you will be charged \$75 to replace it. If you port your number away it kills the SIM and you will be charged \$75.

You agree to notify us immediately if your device or SIM card is lost, stolen or destroyed and you will be responsible to pay us for all charges including airtime, long-distance, roaming or data transfer charges, up to the time you notify us. In this case you will also need to replace your device or SIM card to continue DCI Wireless service which is subject to an administrative fee. Should you not wish to replace your device or SIM card, you will be required to pay us for any applicable early cancellation fees. Any downgrading of service agreement period length is subject to an administrative fee.

If, for any reason, your Service is terminated prior to the end of the service agreement period (if applicable), you agree to pay us \$20 (plus applicable taxes) times the number of months remaining in the service agreement period, to a maximum of \$200. 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 should you terminate your service within that period of time.

You agree that when roaming outside our coverage area, on the systems of other wireless network operators with which we have commercial arrangements in Canada, the USA or abroad, you will be responsible for all applicable charges and will be subject to the same limitation of liability provisions and terms of service that apply to subscribers of the other system.

We do not warrant that all or any part of the Services, any equipment that you purchase, or the services or equipment of any third party 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.

You agree NOT to use our Service for an 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 resell, transfer or share your Service.

You agree NOT to reproduce, change or tamper the SIM card provided to you or to allow anyone else to do so.

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.

THE PARTIES AGREE THAT 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 OUT OF THE PROVISION OF SERVICES OR IN ANY WAY ARISING OUT OF THIS AGREEMENT AND/OR SERVICE SCHEDULE, INCLUDING BUT NOT LIMITED TO 9-1-1 SERVICES, 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.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS DCI Telecom, ITS AFFILIATES, UNDERLYING CARRIERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND SUPPLIERS FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE LEGAL FEES, RESULTING FROM ANY BREACH OF THIS AGREEMENT AND ANY SERVICE SCHEDULE(S) BY YOU. 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.