

GENERAL TERMS AND CONDITIONS ("Agreement")
PRIMUS TELECOMMUNICATIONS CANADA INC. ("PRIMUS")

THERE ARE IMPORTANT 9-1-1 TERMS RELATED TO TALKBROADBAND™ SERVICE, PLEASE REVIEW ENTIRE AGREEMENT. BY ACTIVATING THIS SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO THESE TERMS AND CONDITIONS.

1. GENERAL.

1.a. In this Agreement, "Service(s)" means the Services as set out in Primus' Customer Service Agreements ("CSAs") Service Order Forms, Exhibits, Service Summaries and any other written agreement for Service ("Service Schedule(s)"), and any Primus facility and equipment associated with the Services.

1.b. Services offered by Primus are subject to the terms and conditions contained herein and additional terms and conditions in any Service Schedule(s). In the event of conflict between this Agreement and a Service Schedule, the Service Schedule shall take precedence. **YOU AGREE THAT ALL ATTACHED SERVICE SCHEDULE(S) ARE INCORPORATED INTO AND FORM PART OF THIS AGREEMENT.**

1.c. For the purposes of this Agreement, "You" and "Your" includes an applicant, customer, person, corporation or other type of business/organization/legal entity which has subscribed for Services.

1.d. This Agreement may be changed and updated from time to time by Primus. Primus will post an updated version on its website available at <http://www.primustel.ca/en/legal/termsfuse.htm>. Your continued use of the Services thereafter will be deemed acceptance by You of such changes. Please keep checking our web site for the latest version.

1.e. You agree to read and adhere to Primus' Acceptable Use Policy ("AUP") available at <http://www.primustel.ca/en/legal/aup.htm> and Primus' Privacy Policy ("Privacy Policy") available at <http://www.primustel.ca/en/legal/privacypolicy.htm> and agree to hold Primus harmless from all liabilities and expenses related to any violation by You of the AUP and/or Privacy Policy.

1.f. Language. You confirm that You accept this Agreement, as well as all other related documents, Service Schedule(s), including notices, in English only, unless You specifically request French correspondence. Residents du Québec: Seulement - Les parties aux présentes confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, y compris tout avis, soient rédigés en anglais seulement, à moins d'une demande expresse de l'une des parties à l'effet que les documents échangés soient rédigés en français.

2. TERM AND TERMINATION.

2.a. The initial term of Services will begin the first day the Service is operational or as otherwise set out in the Service Schedules given to You by Primus when You subscribe for Services. Your Service(s) will automatically renew for the same successive term(s) unless either party gives the other party written notice of cancellation at least thirty (30) days before completion of initial or subsequent term(s). In the event You cancel the Service before the Service is operational, You agree to pay at a minimum, installation costs associated with the Services.

2.b. If You subscribe for Services on a monthly basis, You may cancel Your Service Schedule(s) at any time, provided You give Primus thirty (30) days prior written notice. Upon cancellation of Your Service Schedule(s), You will remain responsible and agree to pay for all charges which You owe Primus until You have paid Your account in full to the satisfaction of Primus.

2.c. **IF YOU SUBSCRIBE FOR SERVICES FOR A SPECIFIC TERM, YOU MAY CANCEL YOUR SERVICE SCHEDULE BEFORE THE END OF THE TERM, PROVIDED THAT YOU GIVE PRIMUS THIRTY (30) DAYS PRIOR WRITTEN NOTICE AND PROVIDED THAT YOU PAY PRIMUS A CANCELLATION FEE EQUAL TO FIFTY (50%) OF THE AVERAGE MONTHLY USAGE, WHERE USAGE IS APPLICABLE AND FIFTY (50%) OF THE MONTHLY RECURRING CHARGE FOR EACH OF THE SERVICES SPECIFIED IN THE SERVICE SCHEDULE MULTIPLIED BY THE NUMBER OF MONTHS IN THE UNEXPIRED PORTION OF THE TERM IN EFFECT AT THE TIME.** Upon cancellation of Your Service Schedule, You will remain responsible and agree to pay for all charges which You owe Primus until You have paid Your account in full to the satisfaction of Primus.

2.d. If You have subscribed for Services which will automatically renew after the first year, You agree You are responsible for payment of subsequent terms for such Services, and give us permission to charge your account with the renewal amount, unless You notify Primus in writing thirty (30) days prior to automatic renewal of Your intention not to renew.

2.e. If You have prepaid for Services for a specific term and wish to cancel Your Services before the end of such specific term, Primus will not provide You with a refund for such prepaid amount.

3. REGULATORY.

3.a. Where applicable, either party may immediately cancel the affected Service Schedule(s) without penalty in the event of any regulatory or legislative change or government policy that renders the Service Schedule(s) unenforceable or illegal. You will remain obligated to pay any amounts that have accrued at the time of such cancellation. In the event that the Canadian Radio-television Commission (C.R.T.C.) chooses to forbear or deregulate or substantially change its tariffs, Primus will have the option, at its sole discretion, to adjust the amounts under the Service Schedule(s) accordingly.

4. RATES.

4.a. The Services identified in the Service Schedule(s) are offered to You at the rates, and are subject to the monthly usage, specified in the Primus rate schedules in effect at the time the Service Schedule(s) was entered into. **IN THE EVENT THAT YOUR USAGE IS LOWER THAN YOUR ESTIMATED MONTHLY USAGE, PRIMUS WILL PROVIDE YOU WITH SEVEN (7) DAYS NOTICE OF REVISED RATES AND LIMIT YOUR SERVICES APPROPRIATE TO YOUR ACTUAL USAGE LEVEL.**

5. CREDIT CHECK.

5.a. You consent and agree that Primus has the right to check Your credit rating from time to time.

5.b. You consent to the receipt and provision of account information from and to credit grantors, credit bureaus and suppliers of services.

6. PERSONAL INFORMATION.

6.a. Privacy. Unless You consent in writing or disclosure is pursuant to a legal power, Your information kept by Primus, other than Your name, address and Telex or listed telephone number, is confidential and will not be disclosed by Primus to anyone other than You or an agent retained by Primus in the collection of Your account, provided the information is required for and is to be used only for that purpose. If You have any questions regarding our Privacy Policy, it is available for Your review at <http://www.primustel.ca/en/legal/privacypolicy.htm> or please ask a Primus customer service representative for a copy.

6.b. Personal Information Updates. You agree that You will give Primus prior written notice of any changes to Your billing information, including but not limited to Your new address and contact information.

7. PROVISION OF SERVICE.

7.a. Primus is not required to provide Service to an applicant where:

- 1) Primus would have to incur unusual expenses which the applicant will not pay; for example, for securing rights of way or for special construction or where Service is not available;
- 2) the applicant owes amounts to Primus that are past due other than as a guarantor; or
- 3) the applicant does not provide a reasonable deposit or alternative guarantor.

8. DEPOSITS AND ALTERNATIVES.

8.a. Primus will require security deposits from You at any time where, at the sole discretion of Primus, You have no credit history with Primus and do not provide satisfactory credit information, have an unsatisfactory credit rating, or present a risk of loss. Primus will release such security deposit at its' discretion and upon satisfactory payment history.

8.b. Further security may be required if You subscribe for further Services and/or Service usage increases.

9. PAYMENTS AND BILLING.

9.a. Fixed charges are payable monthly in advance and other charges are payable when billed.

9.b. You are responsible for payment to Primus of charges for all Service(s) and equipment furnished to You.

9.c. A late payment charge applies when payment has not been received thirty (30) days after the date of the statement of account for Service. This charge will apply when the unpaid portion of the account and is a monthly compound rate of 2%. This charge will apply to charges for all Services. An Administrative Surcharge will apply to each of Your cheques that are returned as Not Sufficient Funds ("NSF").

9.d. In exceptional circumstances, for example, if You have incurred a significant amount of billable charges or present an abnormal risk of loss to Primus, prior to the normal billing date Primus may request payment from You on an interim basis for the charges that have accrued, providing You with details regarding the Services and charges in question. In such cases, the charges can be considered past due three (3) days after they are incurred or three (3) days after Primus demands payment, whichever occurs later.

9.e. No charge disputed by You can be considered past due unless Primus, at its sole discretion, has reasonable grounds for believing that the purpose of the dispute is to evade or delay payment.

9.f. Primus may request immediate payment in extreme situations, provided Primus has notified You and the abnormal risk of loss has substantially increased since that notice was given or Primus, at its sole discretion, has reasonable grounds for believing that there exists an intention to defraud Primus.

9.g. Refunds. You acknowledge that Primus will not issue cheques for refunds for amounts lower than ten dollars (\$10.00). In the alternative, You agree that any refunds lower than ten dollars (\$10.00) will be credited against Your account.

9.h. You understand that invoices will not be mailed to You in any month where Your balance is less than twenty dollars (\$20.00). Any such balance will be added to the next month's billing. If Your balance remains less than twenty dollars (\$20.00) for two (2) consecutive months, an invoice will be mailed to You at the end of the third consecutive month thereafter.

9.i. Primus reserves the right to ask for pre-authorized payment for certain Services.

10. YOUR LIABILITY FOR CALLS AND OTHER SERVICES.

10.a. You are responsible and liable for paying for all calls originating from and charged calls accepted at Your terminals, regardless of who made them.

10.b. You are responsible for all charges for Services agreed upon by the Customer and Primus in the Service Schedule(s).

10.c. You agree to treat Primus telephone cards and all other access codes and passwords, where applicable, as confidential and non transferable. Primus reserves the right to deactivate Primus telephone card codes without notice if, in Primus's sole discretion, fraudulent use is suspected. In the event that a Primus telephone card is lost, stolen or used in an unauthorized manner, You will be responsible for notifying Primus by calling 1 888 501 8430 if You are a commercial customer and 1 800 806 3273 if You are a residential customer. You acknowledge and agree that You shall be responsible for all costs incurred until such notification to Primus.

11. LIABILITY FOR UNBILLED AND UNDERBILLED CHARGES.

11.a. Unless there has been deception with regard to a charge, You are not responsible for paying a previously unbilled or underbilled charge except where:

- 1) in the case of a recurring charge or a charge for an international long distance message, it is correctly billed within a period of one (1) year from the date it was incurred;
- 2) in the case of a non-recurring charge other than for an international long distance message, it is correctly billed within a period of one (1) year from the date it was incurred.

11.b. In the circumstances described in this section, unless there has been deception, Primus will not charge You interest on the amount of the correction.

12. LIABILITY FOR CHARGES THAT SHOULD NOT HAVE BEEN BILLED AND OVERBILLED CHARGES.

12.a. In the case of a recurring charge that should not have been billed or that was overbilled, You will be credited with the excess back to the date of the error, subject to applicable limitation periods provided by law. However, if You do not dispute the charge within six (6) months of the date of an itemized statement which shows that charge correctly, Primus will not credit such charge for the period prior to that statement.

12.b. Non-recurring charges that should not have been billed or that were overbilled must be credited, provided that You dispute such charges within three (3) months of the date of the bill.

12.c. If You are credited with any amount that should not have been billed or that was overbilled, interest must also be credited on that amount at the rate payable for interest on deposits that applied during the period in question.

13. E-Billing Service(s). (E-Billing Service is currently only available for certain products and services and some restrictions apply. When subscribing for Services please inquire).

13.a. E-Billing Services. Once your application for E-Billing Services has been accepted by Primus, this Service would allow You to receive invoices for certain Services via electronic mail ("E-Bills") every month. If You subscribe for E-Billing Services, You understand and acknowledge You will no longer receive paper invoices via regular mail. As such, You agree to ensure that You have the proper hardware, software and Internet services in order to receive the E-Billing Services.

13.b. Primus's rights and obligations.

- 1) Primus reserves the right to withdraw the E-Billing Services upon providing You with reasonable notice.
- 2) Primus reserves the right to cancel a subscriber's E-Billing Service if You have used the E-Billing Service for purposes that are contrary to law or in a way that disrupts the E-Billing Service.

13.c. Customer rights and obligations.

- 1) You agree that it is Your responsibility to provide Primus with all correct information in order to receive the E-Billing Services. If You change email addresses, it is Your responsibility to notify Primus immediately of such change.
- 2) You agree that it is Your responsibility (at Your own cost) to make sure that You have the necessary Internet and the necessary hardware and software to allow Primus to provide You the E-Billing Service.
- 3) If You have any difficulties accessing the E-Billing Service or if for whatever reason You have not received an E-Bill, You agree that You are still responsible for payment.
- 4) You agree that if the E-Bill e-mailed to You is returned to Primus as undeliverable, Your billing method for Your account will revert back to paper and regular mail invoicing commencing Your next invoice, unless you immediately notify Primus and provide Primus with the correct e-mail address.
- 5) In the event of a discrepancy between the E-Bill and Primus's billing records, You agree that Primus's billing records will be taken as correct.
- 6) You may cancel the E-Billing Service, upon providing Primus with 30 days written notice, after which, Your invoices will be sent via regular mail.
- 7) You understand and acknowledge that Primus's only accepted methods of payment for E-Billing Services are: one-time credit card payments, pre-authorized monthly credit card payments, pre-authorized chequing account withdrawals, telephone banking and Internet banking.

14. SUSPENSION OR TERMINATION OF SERVICES.

A) SUSPENSION; TERMINATION:

IN ADDITION TO ALL OTHER RIGHTS AS SET OUT IN THE SCHEDULE(S), PRIMUS MAY SUSPEND/TERMINATE THE SERVICES AS FOLLOWS:

- 1) UPON PROVISION OF FIFTEEN (15) DAYS WRITTEN NOTICE OF A MATERIAL BREACH OF ANY PROVISION IN THIS AGREEMENT OR SERVICE SCHEDULE AND YOU HAVE NOT CURED SAID BREACH WITHIN THE FIFTEEN (15) DAYS NOTICE;
- 2) FORTHWITH UPON YOUR VOLUNTARY OR INVOLUNTARY FILING OF A BANKRUPTCY PETITION OR SIMILAR PROCEEDING, UNDER THE LAW OF ANY JURISDICTION;
- 3) FORTHWITH UPON YOU BECOMING INSOLVENT OR MAKING ANY ASSIGNMENT FOR THE BENEFIT OF CREDITORS;
- 4) FORTHWITH UPON THE DISSOLUTION, LIQUIDATION, OR APPOINTMENT OF A RECEIVER OF YOUR PROPERTY;
- 5) PRIMUS MAY SUSPEND OR TERMINATE ANY SERVICES AT PRIMUS' SOLE DISCRETION AND WITHOUT FURTHER OBLIGATION TO YOU, UPON PROVIDING YOU WITH 24 HOURS NOTICE, IN THE EVENT THAT:
 - 1) YOU PRESENT AN ABNORMAL RISK OF LOSS (INCLUDING WITHOUT LIMITATION, INCURRING A SIGNIFICANT AMOUNT OF BILLABLE CHARGES), AS DETERMINED BY PRIMUS IN ITS SOLE DISCRETION;
 - 2) YOU FAIL TO MAKE FULL PAYMENT OF AN INVOICE; AND/OR
 - 3) YOU ARE IN ANY MANNER IN BREACH OF THE CREDIT TERMS OR IF YOU FAIL TO ENTER INTO AN ALTERNATIVE PAYMENT AND BILLING ARRANGEMENT UPON PRIMUS' REQUEST. WHERE PRIMUS'S REASONABLE EFFORTS TO NOTIFY YOU OF TERMINATION FOR NON-PAYMENT HAVE FAILED, PRIMUS WILL DELIVER SUCH ADVANCE NOTICE TO THE BILLING ADDRESS.

C. NOTWITHSTANDING SECTION 14 A) AND B) ABOVE, YOU ACKNOWLEDGE THAT PRIMUS MAY TERMINATE THE SERVICES IMMEDIATELY, WITHOUT ANY NOTICE AND WITHOUT ANY INDIRECT OR DIRECT LIABILITY TO YOU WHATSOEVER, IF, AT THE SOLE DISCRETION OF PRIMUS, YOU MISUSE OR PERMIT OTHERS TO MISUSE OR ABUSE THE SERVICES FOR PURPOSES THAT ARE CONTRARY TO LAW OR CONTRARY TO THIS AGREEMENT, THE SERVICE SCHEDULE(S), THE AUP AND PRIVACY POLICY, AND/OR IF PRIMUS HAS TO PRESERVE THE INTEGRITY OF THE NETWORK, OR COMPLY WITH LAWS AND OTHER TARIFFS.

14.d. Internet Service Abuse. You agree that if you subscribe for Internet Services, which does not include the use of Static IP Addresses (such as Dial-up Internet Access or DSL Internet Access with a modem), You are prohibited from using automated operations and / or server applications requiring connectivity. Primus considers such actions abuse of Internet Services and as such Your account will be subject to disconnection or termination of Internet Service without notice.

14.d. Your Responsibility Upon Termination. You acknowledge and agree that termination or suspension does not remove Your responsibility to pay all fees owed by it to Primus up to the date of termination or suspension.

15. PRIMUS EQUIPMENT AND FACILITIES.

15.a. Primus Equipment. Where required, Primus will provide and install the equipment, facilities and products, including cables and documentation, where applicable, (the "Equipment") required to provide You with Services.

15.b. Title. You agree that the Equipment, including dial numbers and/or IP addresses assigned to You by Primus, shall at all times remain the property of Primus, and that You have no right, title or interest therein.

15.c. Clear Title. You agree to keep the Equipment free and clear of any liens, liens and encumbrances. Furthermore, You agree to immediately give Primus notice of any such liens, liens and encumbrances or any attempt of same against title of the Equipment.

15.d. Equipment Use. You agree not to use the Equipment in an abusive, negligent or illegal manner.

15.e. Non-Equipment Equipment. Where applicable, You may choose to use equipment not provided by Primus, in which case You accept that Primus will not provide support for such equipment and does not guarantee performance of equipment and Service.

15.f. Receiving Equipment. You agree that unless You give notice to Primus to the contrary within 5 days of receiving the Equipment, the Equipment shall be deemed to have been delivered in good working condition.

15.g. Prohibited Changes. You agree that You will not re-arrange, disconnect, remove, reconfigure or repair any equipment, including passwords, except by prior written agreement with Primus. Terminal equipment provided by You may be connected with Primus's facilities only by prior special written agreement with Primus.

15.h. Fees for Prohibited Changes. You agree that if You make unauthorized changes to any Equipment provided to You by Primus which results in Service problems or downtime, Primus will charge You and You agree to pay \$200/hour for any effort involved in the restoration or repair of Service to You.

15.i. Equipment Malfunction. If the Equipment malfunctions during its intended use, Primus, at its sole discretion, will maintain and replace the Equipment if necessary. In such an event, You agree that Primus's liability and Your sole

remedy is limited to a refund of charges or replacement by Primus of such Equipment, provided that You notify Primus immediately upon such malfunction.

15. **Safekeeping of Equipment.** You agree and acknowledge that You will be responsible for the safekeeping of Equipment from the moment You receive the Equipment until the Equipment is returned to Primus in good physical and functional condition.

15.k. **Damaged Equipment.** If, while in Your care, the Equipment is damaged, lost, stolen, or if, in Primus's sole discretion, the Equipment is returned in an unusable condition, You agree to pay the replacement value of the Equipment. If, in Primus's sole discretion, such the Equipment is not damaged beyond repair, You agree to immediately place such Equipment in good repair, at Your sole cost, at locations specified by Primus.

15.l. **Return of Equipment.** Upon deactivation or termination of Services, You agree, to return the Equipment to Primus in good working condition. You further agree that until You have returned the Equipment to Primus, charges for such Equipment will accrue and be payable. If You fail to return the Equipment within the time specified by Primus, Primus will repossess the Equipment at Your expense, or You agree to pay Primus the replacement cost such Equipment.

16. **PRIMUS RIGHT TO ENTER PREMISES.**

16.a. Primus's agents and employees may, at reasonable hours and with Your permission (or the permission of another responsible person), enter premises on which Service is or is to be provided, to install, inspect, repair and remove its facilities, to inspect and perform necessary maintenance in cases of network-affecting disruptions involving Customer-provided facilities.

16.b. Entry is not subject to the above in cases of emergency or where entry is pursuant to a court order.

17. **WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY.**

17.a. PRIMUS, 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.

17.b. THE PARTIES AGREE THAT PRIMUS, 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 PRIMUS LIABLE, YOUR EXCLUSIVE REMEDY AND PRIMUS'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 PRIMUS 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.

18. **INDEMNIFICATION.**

18.a. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS PRIMUS, 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.

19. **PRIMUS INITIATED CHANGES IN DIAL NUMBERS, IP ADDRESSES AND SERVICE ARRANGEMENTS.**

19.a. Primus may change such numbers and addresses, provided it has reasonable grounds for doing so and You have been given reasonable advance written notice, stating the reason and anticipated date of change. In cases of emergency, oral notice with subsequent written confirmation is sufficient.

19.b. At any time, You may use an override code (Carrier Interconnection Code) by Dialing 1010323 (area code and telephone number) in order to make the telephone call through the local telephone company. In such event the call will be billed by and rates will be those of the local telephone company.

20. **LOCAL SERVICES - ADDITIONAL TERMS AND CONDITIONS.**

20.a. **Bundled Services.** You acknowledge and agree that Primus's Local Services and Long Distance Services are sold as a bundled package and as such, You agree that if You subscribe for Primus's Local Services, You will not PIC the accompanying local lines to another carrier for long distance service. In the event You subscribe to another carrier for long distance services, You acknowledge that Primus, at its sole discretion, will either increase Your Local Services rates, or Primus will cancel Your Local Service and You agree You will be responsible to pay cancellation fees as set out in Section 2.c. above.

20.b. **Your Responsibility.** You agree that You are responsible for charges with respect to all calls originating from or accepted from Your telephones. You agree that You are also responsible for all charges incurred through the use of Your telephone cards. You agree that it is Your responsibility to safeguard system access telephone numbers and authorization codes and as such You agree that You are responsible for all charges incurred through Your telephone card use. In the event that Your telephone card is lost, stolen or misplaced, You agree to contact Primus immediately to facilitate cancellation of the telephone card.

20.c. **Dial '9' Access.** By signing the applicable Service Schedule(s), You acknowledge that You have been advised that in order to utilize Primus's local or long distance telephone service network, the You may be required to dial '9' prior to all local and long distance telephone calls.

20.d. **Customer Equipment.** You specifically acknowledge and agree that You will be responsible for reprogramming and reconfiguring all security alarms, point of sale credit card terminals, computer modems, telephone and facsimile machine speed-dial functions and any of Your equipment linked to and dependent upon the telephone system. You further acknowledge and agree that You shall be solely responsible for all costs of reprogramming and reconfiguring such equipment and that You shall be solely responsible for any losses incurred due to Your failure to reprogram and reconfigure such equipment.

20.e. **Charges.** Upon receipt by Primus of written notification of termination from You, You agree and acknowledge that any and all liability for Local Line Services including but not limited to charges incurred by You for using the Local Line Services, shall apply up to the date that Your Local Line Service is effectively terminated and converted to another local telephone service provider.

20.f. **Long Distance Telephone Service Charges.** You acknowledge that Primus does not have the ability to cancel and convert Your long distance services from Primus's long distance telephone service network to an alternate long distance provider. You agree that in the event that Your Local Line Services are terminated, You are solely responsible for contacting an alternate long distance service provider to convert Your long distance service from Primus's long distance telephone service network to an alternate long distance service provider. You agree that You are responsible for all long distance charges incurred with Primus prior to You effectively converting Your long distance service to an alternate long distance provider.

20.g. **Additional / Ancillary Services.** Ancillary Services, including but not limited to Service modifications and changes, 911 Access, TTY, Message Manager, Extra Business Listings, Telephone Rental Sets, Circuits, Prestige Numbers, ISDN lines, etc. will result in additional monthly charges from Primus.

20.h. **PIC.** You agree that if You purchase local services from Primus, you are required to ensure that any toll traffic and long distance usage is PIC'd to the Primus network.

21. **DIGITAL SUBSCRIBER LINE SERVICES ("DSL SERVICES") - ADDITIONAL TERMS AND CONDITIONS.**

21.a. **Service Availability.** The DSL Service is only available where Primus is able to provide such Service. You acknowledge and agree that Primus must conduct a preliminary check to determine if the DSL Service is available in Your geographical area. Due to the technology involved with DSL Service, Primus reserves the right to deem DSL Service unavailable to You, including after installation. If such an event occurs, Primus will not charge You applicable fees, provided however, that You must return all DSL Service Equipment provided to You by Primus in its original good and proper physical and functional condition and within the specified time below.

21.b. **Return of DSL Equipment.** When You cancel Your DSL Services, or if Primus has deemed the DSL Service

unavailable as mentioned above, You agree to return all DSL Equipment, which includes but is not limited to the DSL modem and router, within thirty (30) days of said cancellation or notice of unavailability. If you fail to return such Equipment within said thirty (30) days, You will be charged and You agree to pay full replacement value of said Equipment.

21.c. **Service Billing.** Billing for DSL Services will commence within approximately three (3) weeks from the date Your application for Services is accepted by Primus.

22. **TALKBROADBAND™ SERVICES – ADDITIONAL TERMS AND CONDITIONS**

A) NOT A TELEPHONE SERVICE. YOU ACKNOWLEDGE AND UNDERSTAND THAT TALKBROADBAND™ SERVICE IS NOT A TELEPHONE SERVICE. THERE ARE IMPORTANT DIFFERENCES BETWEEN TELEPHONE SERVICE AND THE TALKBROADBAND™ SERVICE OFFERING PROVIDED BY PRIMUS AS SET OUT IN THESE TERMS AND CONDITIONS.

B) 9-1-1 SERVICE. 9-1-1 SERVICE IS AVAILABLE IN THE EXCHANGES AS POSTED ON THE PRIMUS WEBSITE AT www.primustel.ca. 9-1-1 SERVICE IS AVAILABLE TO YOU ONLY IF THE MUNICIPAL ADDRESS WHERE

YOU OPERATE YOUR TALKBROADBAND™ SERVICE IS LOCATED WITHIN THE BOUNDARIES OF THE EXCHANGE ASSOCIATED TO YOUR TALKBROADBAND™ TELEPHONE NUMBER AND YOU HAVE REGISTERED YOUR MUNICIPAL ADDRESS WITH PRIMUS. SHOULD YOU CHOSE TO OPERATE YOUR SERVICE OUTSIDE THE BOUNDARIES OF THE EXCHANGE ASSOCIATED TO YOUR TALKBROADBAND™ TELEPHONE NUMBER, AND/OR OUTSIDE OF YOUR MUNICIPAL ADDRESS AS REGISTERED WITH PRIMUS EITHER TEMPORARILY OR PERMANENTLY, 9-1-1 SERVICE WILL NOT BE AVAILABLE TO YOU.

C) BROADBAND SERVICE OUTAGE. You acknowledge and understand that service outages by Your broadband Internet service provider will prevent TALKBROADBAND™ Service, INCLUDING 9-1-1 SERVICE.

D) LOSS OF SERVICE DUE TO POWER FAILURE. You acknowledge and understand that the TALKBROADBAND™ Service does not work in the event of power failure, INCLUDING 9-1-1 SERVICE. If there is an interruption in the power supply, the TALKBROADBAND™ Service will not function until power is restored. A power failure or disruption may require You to re-set or reconfigure Equipment prior to using the TALKBROADBAND™ Service.

E) SERVICE OUTAGE DUE TO SUSPENSION OF YOUR ACCOUNT. You acknowledge and understand that service outages due to suspension of Your account as a result of billing issues will prevent TALKBROADBAND™ Service, INCLUDING 9-1-1 SERVICE.

F) OTHER SERVICE OUTAGES. You acknowledge and understand that if there is a service outage for any reason, such outage will prevent all TALKBROADBAND™ Service, INCLUDING 9-1-1 SERVICE.

G) OPERATOR SERVICES CURRENTLY NOT AVAILABLE. PRIMUS does not currently offer Operator Service.

H) Equipment. You agree not to change the electronic serial number or equipment identifier of the Equipment, or to perform a reset of the Equipment, without express permission from PRIMUS in each case. PRIMUS reserves the right to terminate your Service should you tamper with the Equipment, leaving you responsible for the full charges to the end of the current term, including all unbilled charges, all of which immediately become due and payable. Unless You have purchased the Equipment from PRIMUS, You agree that the Equipment will at all times remain the property of PRIMUS and that You have no right, title or interest therein. In the event the TALKBROADBAND™ Services are terminated and You have not purchased the Equipment from PRIMUS, You must return the Equipment to PRIMUS within thirty (30) days of termination date otherwise You authorize PRIMUS to charge the value amount of the Equipment to Your account and You will be responsible for such payment. If, while in Your care, the Equipment is damaged, lost, stolen, or if, in PRIMUS's sole discretion, the Equipment is returned in an unusable condition, You agree to pay the replacement value of the Equipment. If, in PRIMUS's sole discretion, the Equipment is not damaged beyond repair, You agree to immediately place such Equipment in good repair, at Your sole cost, at locations specified by PRIMUS. You acknowledge that performing a reset of the Equipment without permission from PRIMUS may cause Service malfunction and any damage to the Equipment caused by such malfunction will be Your responsibility. Where the Equipment is owned by PRIMUS, You will be responsible for charges for damage to the Equipment.

I) Commercial North America Long Distance Plan. This plan includes all calls to Canada and fifty (50) US states. PRIMUS reserves the right to apply surcharges for calls to Yukon, Northwest & Nunavut Territories, and calls to Alaska & Hawaii.

J) Commercial Free Local Calling. Free local calling is limited to a maximum 10,000 local minutes per TALKBROADBAND™ line per month. In the event of excess usage, additional charges will apply and PRIMUS

reserves the right to suspend or terminate TALKBROADBAND™ Service.

K) Remote Access. You must enable Your remote access on Your network, otherwise You will incur additional charges for all Service and support calls.

23. **PRIMUS INTELLECTUAL PROPERTY.**

Primus and/or its affiliates and licensors are the exclusive owners of all names, trade-marks, tradenames, service marks and any copyright material relating to the Services ("Intellectual Property"). Nothing in this Agreement or Service Schedule(s) contemplates or creates permission of use of Intellectual Property for any marketing or advertisement by You or a transfer of license of Intellectual Property from Primus to You.

24. **NOTICES AND OTHER COMMUNICATIONS.**

Any notice or other communication required by this Agreement will be in writing and will be provided by personal delivery, by facsimile OR BY EMAIL to Primus or You as applicable, at the address or facsimile number as set forth in Your Service Schedule(s). Notices delivered in person will be effective on the date of such delivery. Notices delivered by facsimile will be effective on the date of transmission provided printed proof of transmission is obtained.

25. **ASSIGNMENT.**

You may not assign, resell or transfer this Agreement and/or any Service Schedule(s) to a third party without the prior written consent of Primus. The Service Schedule(s) will ensure to the benefit of, and be binding upon, the parties and Your respective heirs, executors, administrators, successors and permitted assignees.

26. **AMENDMENT.**

Except as otherwise provided, neither party may amend this Agreement other than by an instrument in writing executed by authorized representatives of both parties.

27. **FORCE MAJEURE.**

Primus shall not be liable for any failure nor delay in performance to the extent caused by causes beyond its reasonable control, including, without limitation, labor disputes, fires or other casualties, weather or natural disasters, damage to facilities, or the conduct of third parties.

28. **INDEPENDENT CONTRACTORS.**

The parties are independent contractors, and neither is an agent, employee or partner of the other party. This Agreement shall not constitute or imply any partnership, joint venture, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement. Neither party shall have the, nor represent that it has, any authority to make any commitments on the other party's behalf.

29. **NO WAIVER.**

The terms and provisions of this Agreement and/or Service Schedule(s) may only be waived in writing signed by Primus. No failure by Primus to insist upon Your performance of any obligation in this Agreement will constitute a waiver of the obligation.

30. **SEVERABILITY.**

The invalidity, illegality or unenforceability of any one or more provisions of this Agreement will not impair any other provision in this Agreement.

31. **ENTIRE AGREEMENT.**

This Agreement and any documents attached hereto constitute the entire Agreement between the parties and supersede all prior agreements, whether written or oral, with respect to the subject matter contained herein.

31. **JURISDICTION.**

This Agreement and the rights and obligations of the parties in this Agreement will be governed in all respects by the laws of the Province of Ontario, Canada.

Customer Signature: _____

Signed this _____ of _____ 200_____