

# General Terms and Conditions

## Key 2 Communications Inc.. ("Key 2")

### 1. GENERAL.

1.a. In this General Terms and Conditions "Service(s)" include Key 2 Communications Inc.'s Voice Services and Data Services and Internet Services, and any Key 2 Communications Inc. facility and equipment associated with the Services.

1.b. Services offered by Key 2 Communications Inc. are subject to the Terms and Conditions contained herein and any written application for Service, Service order form or Service Summary ("Service Agreement(s)").

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

1.d. This agreement sets out your basic rights and obligations and will apply with respect to Services for which you have subscribed.

1.e. The Terms and Conditions may be changed and updated from time to time by Key 2 Communications Inc.. Key 2 Communications Inc. will post updated Terms and Conditions on its website available at [www.key2.ca](http://www.key2.ca) . or give you notice of any changes by letter or in your monthly bill. Your continued use of the Services thereafter will be deemed acceptance by you of such changes. You are responsible for checking our website for the latest Terms and Conditions.

1.f. You agree to read and adhere to Key 2 Communications Inc.'s Acceptable Use Policy ("AUP") available at [www.key2.ca](http://www.key2.ca). and Key 2 Communications Inc.'s Privacy Policy ("Privacy Policy") available at [www.key2.ca](http://www.key2.ca) and agree to hold Key 2 Communications Inc. harmless from all liabilities and expenses related to any violation by You of the AUP and/or Privacy Policy.

1.g. Language. You confirm that you accept this Agreement, as well as all other related documents, including notices, in English only. 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.

### 2. TERM AND TERMINATION.

2.a. The initial term of Services will begin the first day the Services are operational. The initial term shall automatically renew for the same successive term(s) unless either party gives prior written notice for a specified termination date prior to the end of the initial term, or renewal term, as applicable.

2.b. Upon expiry of the initial term, Key 2 has the right to increase the charges for some or all of the services provided that customer is given written notice no less than thirty (30) days prior to the expiry of the initial term. Similarly, Key 2 has the right to increase the service charges at any time during the renewal term by giving customer thirty (30) days' written notice of its intention to do so; should the customer not be in agreement with the proposed increased charges, You, the customer may terminate the applicable services by providing Key 2 termination notice in writing for a date prior to the expiration of the 30 days from when Key 2 issued the notice of service change.

2.c. Where a party can terminate the CSA, Key 2 shall provide you, the customer with thirty (30) days prior written notice of the termination of the CSA, and you shall provide Key 2 notice of termination with a specified date for services to be terminated.

2.d. If the customer terminates the CSA prior to the end of the stated contract, the customer shall pay Key 2 Communications Inc. 50% of the annual contract value multiplied by the number of years remaining in the initial term or renewal term, as applicable.

2.e. if the customer delays a request for any service after the CSA date but before the service is provisioned, the customer shall pay a one-time installation charge to cover any additional costs Key 2 incurs.

2.f. if the customer cancels a request of any service after the CSA date but before the service is provisioned, the customer shall pay an installation charge to cover Key 2's reasonable cost that Key 2 Communications Inc. incurs that are attributable to such cancellation, including, but not limited to, ordering facilities, installing and provisioning such service, and any special builds.

### 3. REGULATORY.

3.a. Where applicable, either party may immediately cancel the Service Agreement(s) without penalty in the event of any regulatory or legislative change or government policy that renders the Service Agreement(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, Key 2 will have the option, at its sole discretion, to adjust the amounts under the Service Agreement(s) accordingly.

### 4. RATES.

4.a. The Services identified in the Service Agreement(s) are offered to you at the rates, and are subject to the monthly usage, specified in the Key 2 rate schedules in effect at the time the Service Agreement(s) was entered into. In the event that your usage is lower than said monthly usage, Key 2 may contact you and provide you with thirty (30) days written notice of revised rates appropriate to your actual usage level. Key 2 reserves the right to change the rates upon giving you thirty (30) days written notice. Key 2 will give you notice of any such rate change by letter or notice in your monthly bill.

4.b. In the event that Key 2 introduces new rate plans during the term of the Service Agreement(s), You may have the option of switching to any such new plan, without penalty, provided you meet the requirements of the new plan and provided that the length of the term of the Service Agreement(s) in effect at that time is not reduced.

### 5. CREDIT CHECK.

5.a. You consent and agree that Key 2 Communications Inc. 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 required by law, Your information kept by Key 2 Communications Inc., other than Your name, address and Telex or listed telephone number, is confidential and will not be disclosed by Key 2 Communications Inc. to anyone other than You or an agent retained by Key 2 Communications Inc. 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 Key 2 Communications Inc.'s website, [www.key2.ca](http://www.key2.ca).

6.b. Personal Information Updates. You agree that you will give Key 2 Communications Inc. 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. Key 2 Communications Inc. is not required to provide Service to an applicant where:

i) Key 2 Communications Inc. 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;

ii) the applicant owes amounts to Key 2 Communications Inc. that are past due other than as a guarantor; or

iii) the applicant does not provide a reasonable deposit or alternative required.

7.b. Key 2 Communications Inc. does not provide Service on application it will provide the applicant with an explanation upon request.

### 8. DEPOSITS AND ALTERNATIVES.

8.a. Key 2 Communications Inc. will require deposits from an applicant or you at any time where, at the sole discretion of Key 2 Communications Inc. and without any indirect or direct liability to you whatsoever, if, at the sole discretion of Key 2 Communications Inc., you misuse or permit others to misuse or abuse the Services for purposes that are contrary to law or contrary to these Terms and Conditions, the Service Agreement(s), the AUP and Privacy Policy, and/or if Key 2 Communications Inc. has to preserve the integrity of the network, or comply with laws and other tariffs.

### 9. PAYMENTS AND BILLING.

9.a. Fixed charges are payable monthly in advance and other charges are payable when billed. The customer shall pay all monthly recurring charges in advance and all other charges in arrears. All charges will be payable thirty (30) days from the invoice date, and shall be exclusive of any value added tax, goods and services tax and/or harmonized sales tax, that may apply. The customer shall pay all taxes that apply to the services.

9.b. You are responsible for payment to Key 2 Communications Inc. of charges for all Service(s) and equipment furnished to you.

9.c.i. If the customer is late in making any payment, or if the customer's bank returns any payment, the customer shall reimburse Key 2 Communications Inc. for any reasonable collection costs that may occur. The customer shall pay interest on any late payments of 3% per month (compounded to 42.58% per annum).

9.c.ii. The customer shall pay for any reasonable costs that Key 2 incurs to restore a suspended service, if the suspension results from the customer's failure to comply with the CSA.

9.d.i. In exceptional circumstances, for example, if you have incurred a significant amount of billable charges and present an abnormal risk of loss to Key 2 Communications Inc., prior to the normal date Key 2 Communications Inc. may request payment from you on an interim basis for the non-recurring charges that have accrued, providing you with details regarding the Services and charges in question. In such case, the charges can be considered past due three days after they are incurred or three days after Key 2 Communications Inc. demands payment, whichever occurs later.

9.d.ii. The customer shall review the customer's invoices and inform Key 2 Communications Inc. promptly in writing of any errors, omissions or irregularities. The customer shall pay the undisputed portion of any invoice when due. If the customer disputes a portion of an invoice, the customer shall give Key 2 Communications Inc. written notice within six (6) months of the invoice date. Otherwise, the customer shall be considered to have accepted the accuracy and validity of the invoice. In the event, that any dispute is not resolved within sixty (60) calendar days, Key 2 Communications Inc. shall have the right to pursue all remedies that it may have available to it under the CSA and by law.

9.d.iii. The customer shall be responsible for paying a previously unbilled or underbilled charge, provided that the maximum period of the payment adjustment will be six (6) months. In the event there has been deception by you, the customer, regarding a charge, you shall be responsible for paying a previously unbilled or underbilled charge for the entire period of such deception.

9.e. No charge disputed by you can be considered past due unless Key 2 Communications Inc., at its sole discretion, has reasonable grounds for believing that the purpose of the dispute is to evade or delay payment.

9.f.i. In the event that there is an adverse change in the customer's financial position, business prospects or payment history under the CSA, Key 2 Communications Inc. may require that the customer provide Key 2 Communications Inc. with a security deposit immediately. In the event that the customer does not comply with Key 2 Communications Inc. requirements, Key 2 Communications Inc. reserves the right to suspend any or all services under the CSA without further notice.

9.f.ii. In the event the customer wishes to unilaterally change the location where all or portion of the services is provided, customer acknowledges that such migration may result in an increase to the applicable charges and/or to the Annual Contract Value.

9.g. Refunds. You acknowledge that Key 2 Communications Inc. will not issue cheques for refunds for amounts lower than twenty dollars (\$20.00). In the alternative, You agree that any refunds lower than twenty dollars (\$20.00) will be credited against Your account.

9.h. Key 2 Communications Inc. reserves the right to ask for pre-authorization payment for certain Services.

### 10. YOUR LIABILITY FOR CALLS AND OTHER SERVICES.

10.a. You are responsible and liable for payment of all calls originating from or passing through customer provided facilities (including telephones) whether charged to customer's account or not, including all applicable service and usage charges associated with such calls, regardless of who made the calls, who accepted the charges, or how the customer provided facilities were intercepted. Key 2 Communications Inc., if it so elects, may collect all or part of the charges referred to in the preceding sentence, from the person placing the call or from any person who may otherwise be responsible for the charges incurred.

10.b. You agree to treat Key 2 Communications Inc. telephone cards and all other access codes and passwords, where applicable, as confidential and non-transferable. Key 2 Communications Inc. reserves the right to deactivate Key 2 Communications Inc. telephone card codes without notice if, in Key 2 Communications Inc.'s sole discretion, fraudulent use is suspected. In the event that a Key 2 Communications Inc. telephone card is lost, stolen or used in an unauthorized manner, you will be responsible for notifying Key 2 Communications Inc.

### 11. E-BILLING SERVICE(S).

11.a. All Service(s) will be billed via email in PDF format. You understand and acknowledge you will not 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 your bill. Should you require a paper copy of your invoice mailed to you, only the cover page(s) of the invoice(s) will shall be mailed, with a charge of \$2.00 per month.

11.b. Key 2 Communications Inc.'s rights and obligations.

i) Key 2 Communications Inc. reserves the right to withdraw the E-Billing Services upon providing you with reasonable notice.

ii) Key 2 Communications Inc. 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 disrupts the E-Billing Service.

11.c. Customer rights and obligations.

i) You agree that it is your responsibility to provide Key 2 Communications Inc. with all correct information in order to receive the E-Billing Services. If you change email addresses, it is your responsibility to notify Key 2 Communications Inc. immediately of such change.

ii) 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 Key 2 Communications Inc. to provide You the E-Billing Service.

iii) 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.

iv) You agree that if the E-Bill e-mailed to you is returned to Key 2 Communications Inc. as undeliverable, You will provide Key 2 Communications Inc. with an updated email address that will accept the E-Bill Service.

v) In the event of a discrepancy between the E-Bill and Key 2 Communications Inc.'s billing records, you agree that Key 2 Communications Inc.'s billing records will be taken as correct.

vi) You understand and agree that the General Terms and Conditions Herein still apply.

vii) You understand and acknowledge that Key 2 Communications Inc.'s only accepted methods of payment for E-Billing Services are: one-time credit card payments, pre-authorized monthly credit card payments, ACH, ETF, and cheque.

### 12. SUSPENSION OR TERMINATION OF SERVICE.

12.a. General. You acknowledge that Key 2 Communications Inc. may terminate their Services Immediately, without any notice and without any indirect or direct liability to you whatsoever, if, at the sole discretion of Key 2 Communications Inc., you misuse or permit others to misuse or abuse the Services for purposes that are contrary to law or contrary to these Terms and Conditions, the Service Agreement(s), the AUP and Privacy Policy, and/or if Key 2 Communications Inc. has to preserve the integrity of the network, or comply with laws and other tariffs.

12.b. **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. Key 2 Communications Inc. considers such actions abuse of Internet Services and as such your account will be subject to disconnection or termination of Internet Service without notice.

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12.c. **Overdue/Non-Payment.** Key 2 Communications Inc. may suspend or terminate the Services if you fail to pay your account that is past due. Where the reason for suspension and/or termination is for reason of failure to pay, prior to suspension or termination, Key 2 Communications Inc. will provide You with reasonable advance notice, stating the reason for the proposed suspension or termination and the amount owing (if any). Where Key 2 Communications Inc.'s reasonable efforts to notify you of termination for non-payment have failed, Key 2 Communications Inc. will deliver such advance notice to the billing address.

12.d. **Your Responsibility Upon Termination.** You acknowledge and agree that termination or suspension does not remove your responsibility to pay all fees owing to Key 2 Communications Inc. up to the date of termination or suspension, as well as termination fees.

**13. KEY 2 COMMUNICATIONS INC. EQUIPMENT AND FACILITIES.**

13.a. **Key 2 Communications Inc. Equipment.** Where required, Key 2 Communications Inc. will provide and install the equipment, facilities and products, including cables and documentation, where applicable, (the "Equipment") required to provide you with Services.

13.b. **Title.** You agree that the Equipment, including dial numbers and/or IP addresses assigned to You by Key 2 Communications Inc., shall at all times remain the property of Key 2 Communications Inc., and that You have no right, title or interest therein.

13.c. **Clear Title.** You agree to keep the Equipment free and clear of any levies, liens and encumbrances. Furthermore, you agree to immediately give Key 2 Communications Inc. notice of any such levies, liens and encumbrances or any attempt of same against title of the Equipment.

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

13.e. **Non-Key 2 Communications Inc. Equipment.** Where applicable, you may choose to use equipment not provided by Key 2 Communications Inc., in which case You accept that Key 2 Communications Inc. will not provide support for such equipment and does not guarantee performance of equipment and Service.

13.f. **Receiving Equipment.** You agree that unless you give notice to Key 2 Communications Inc. to the contrary within 5 days of receiving the Equipment, the Equipment shall be deemed to have been delivered in good working condition.

13.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 Key 2 Communications Inc.. Terminal equipment provided by You may be connected with Key 2 Communications Inc.'s facilities only by prior special written agreement with Key 2 Communications Inc..

13.h. **Fees for Prohibited Changes.** You agree that if you make unauthorized changes to any Equipment provided to You by Key 2 Communications Inc. which results in Service problems or downtime, Key 2 Communications Inc. will charge You and You agree to pay \$200/hour for any effort involved in the restoration or repair of Service to You.

13.i. **Equipment Malfunction.** If the Equipment malfunctions during its intended use, Key 2 Communications Inc., at its sole discretion, will maintain and replace the Equipment if necessary. In such an event, you agree that Key 2 Communications Inc.'s liability and Your sole remedy is limited to a refund of charges or replacement by Key 2 Communications Inc. of such Equipment, provided that You notify Key 2 Communications Inc. immediately upon such malfunction.

13.j. **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 Key 2 Communications Inc. in good physical and functional condition.

13.k. **Damaged Equipment.** If, while in Your care, the Equipment is damaged, lost, stolen, or if, in Key 2 Communications Inc.'s sole discretion, the Equipment is returned in an unusable condition, You agree to pay the replacement value of the Equipment. If, in Key 2 Communications Inc.'s sole discretion, such Equipment is not damaged beyond repair, You agree to immediately place such Equipment in good repair, at Your sole cost, at locations specified by Key 2 Communications Inc..

13.l. **Return of Equipment.** Upon deactivation or termination of Services, You agree, to return the Equipment to Key 2 Communications Inc. in good working condition. You further agree that until You have returned the Equipment to Key 2 Communications Inc., charges for such Equipment will accrue and be payable. If you fail to return the Equipment within the time specified by Key 2 Communications Inc., Key 2 Communications Inc. will repossess the Equipment at Your expense, or you agree to pay Key 2 Communications Inc. the replacement cost of such Equipment.

**14. KEY 2 COMMUNICATIONS INC. RIGHT TO ENTER PREMISES.**

14.a. Key 2 Communications Inc.'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.

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

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

KEY 2 COMMUNICATIONS INC., 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.

15.b. THE PARTIES AGREE THAT KEY 2 COMMUNICATIONS INC., AND ITS AFFILIATES, 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, REGARDLESS OF THE FORESEEABILITY THEREOF, ARISING 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 KEY 2 COMMUNICATIONS INC. LIABLE, YOUR EXCLUSIVE REMEDY AND KEY 2 COMMUNICATIONS INC.'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 THREE (3) MONTH PERIOD PRECEDING THE EVENT WHICH CAUSED THE DAMAGES OR INJURY. NO ACTION OR PROCEEDING AGAINST KEY 2 COMMUNICATIONS INC. 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.

**16. INDEMNIFICATION.**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS KEY 2 COMMUNICATIONS INC., ITS AFFILIATES, 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 AGREEMENT(S) BY YOU. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**17. KEY 2 COMMUNICATIONS INC. INITIATED CHANGES IN DIAL NUMBERS, IP ADDRESSES AND SERVICE ARRANGEMENTS.**

Key 2 Communications Inc. 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.

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

18.a. **Bundled Services.** You acknowledge and agree that Key 2 Communications Inc.'s Local Services and Long Distance Services are sold as a bundled package and as such, you agree that if you subscribe for Key 2 Communications Inc.'s Local Services, You will not PIC (Presubscribed Interexchange Carrier) 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 Key 2 Communications Inc., at its sole discretion, will either increase your Local Services rates, or Key 2 Communications Inc. will cancel your Local Service and you agree you will be responsible to pay cancellation fees as set out in Section 2.c above.

18.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. In the event that your telephone card is lost, stolen or misplaced, you agree to contact Key 2 Communications Inc. immediately to facilitate cancellation of the telephone card.

18.c. **Dial '9' Access.** By signing the Service Agreement(s), you acknowledge that you have been advised that in order to utilize Key 2 Communications Inc.'s local or long distance telephone service network, You may be required to dial '9' prior to all local and long distance telephone calls.

18.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.

18.e. **Long Distance Telephone Service Charges.** You acknowledge that Key 2 Communications Inc. does not have the ability to cancel and convert your long distance services from Key 2 Communications Inc.'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 Key 2 Communications Inc.'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 Key 2 Communications Inc. prior to you effectively converting Your long distance service to an alternate long distance provider.

18.f. **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 Key 2 Communications Inc..

18.g. **PIC.** You agree that if you purchase local services from Key 2 Communications Inc., you are required to ensure that any toll traffic and long distance usage is PIC'd to the Key 2 Communications Inc. network.

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

19.a. **Service Availability.** The DSL Service is only available where Key 2 Communications Inc. is able to provide such Service. You acknowledge and agree that Key 2 Communications Inc. 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, Key 2 Communications Inc. reserves the right to deem DSL Service unavailable to you, including after installation. If such an event occurs, Key 2 Communications Inc. will not charge you applicable fees, provided however, that you must return all DSL Service Equipment provided to you by Key 2 Communications Inc. in its original good and proper physical and functional condition and within the specified time below.

19.b. **Return of DSL Equipment.** When you cancel Your DSL Services, or if Key 2 Communications Inc. 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.

19.c. **Service Billing.** Billing for DSL Services will commence within approximately three (3) weeks from the date your application for Services is accepted by Key 2 Communications Inc..

**20. KEY 2 COMMUNICATIONS INC. INTELLECTUAL PROPERTY.**

Key 2 Communications Inc. and/or its affiliates and licensors are the exclusive owners of all names, trade-marks, trade names, service marks and any copyright material relating to the Services ("Intellectual Property"). Nothing in this Agreement 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 Key 2 Communications Inc. to You.

**21. NOTICES AND OTHER COMMUNICATIONS.**

Any notice or other communication required by this Agreement by You to Key 2 Communications Inc will be in writing and will be provided by personal delivery or by facsimile to Key 2 Communications Inc. or you as applicable, at the address or facsimile number as set forth in Your Service Agreement. 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.

Any notice or communication required by this agreement by Key 2 Communications Inc. to You shall be done by either mail, facsimile, email or displayed on your invoice.

**22. ASSIGNMENT.**

You may not assign, resell or transfer the Service Agreement(s) to a third party without the prior written consent of Key 2 Communications Inc.. The Service Agreement(s) will ensure to the benefit of, and be binding upon, the parties and Your respective heirs, executors, administrators, successors and permitted assignees.

**23. NO WAIVER.**

The terms and provisions of this Agreement may only be waived in writing signed by Key 2 Communications Inc.. No failure by Key 2 Communications Inc. to insist upon your performance of any obligation in this Agreement will constitute a waiver of the obligation.

**24. SEVERABILITY.**

The invalidity or unenforceability of any one or more of the provision in this Agreement shall not rescind these terms as a whole, but the invalid or unenforceable term shall be severed from this agreement.

**25. 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.