

SUBSCRIBER TERMS OF SERVICE

The terms ... “you, your or user“, as used in this Agreement, shall mean the user of SubSpace Communications Inc. (here in “SubSpace, SubSpace Communications, SubSpace Communications Inc or Service Provider”) – SkyLine IP Phone Services

Voice over Internet Protocol (VoIP) Residential or Business Communication Services and any related services (the “Service”)

1. USE OF SERVICE

1.1 Service Is To Be Used For Lawful Use Only.

You agree to use the service for lawful purposes only. You will not use the services for any purpose or in a manner that is unlawful, abusive, intrusive on another’s privacy, harassing, libelous, defamatory, threatening or hateful, or in other way that would violate any applicable Governmental Law. You will also not use the service in a way that interferes with our ability to provide service to you or other customers or that avoids your obligation to pay for the services.

1.2 Use of Service Internationally.

While the service may be used to make and receive international calls, we do not represent that the use of the service is legally appropriate in all international locations. If you choose to use the service from or to an international location, you shall be solely responsible for compliance with any and all governing foreign and local laws. You also acknowledge that if the use of the service is other than Canada or United States of America 911 Emergency Calling is not available to you. You are responsible for obtaining the direct dialed number for accessing the Fire Department, Police Department and Ambulance / Medical services for your physical location. You hereby indemnify and agree to hold harmless SubSpace Communications Inc., its agents and service providers against any and all liability arising out of the inability to access 911 Emergency Services.

1.3 Residential Use of Service.

If you have subscribed to Residential Service, the service is provided to you as a residential user, for your personal, residential, non-business and non-professional use. This means that you are not using the service for any commercial or governmental activities, profit-making or non-profit, including but not limited to business, sales, telecommuting, telemarketing, autodialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would be inconsistent with normal residential usage patterns.

1.3.1 SubSpace Communications Inc. reserves the right to immediately terminate or change your service to a more appropriate plan, if SubSpace Communications Inc. determines, in its sole discretion, that your service is being used for any of the aforementioned activities.

1.4 Small Business Use of Service.

If you have subscribed to Small Business Service, the service is provided to you as a small business user. You agree not to use the service for autodialing, continuous or extensive call forwarding, and telemarketing or fax broadcasting.

1.4.1 SubSpace Communications Inc. reserves the right to immediately terminate or change your service to a more appropriate plan, if SubSpace Communications Inc. determines, in its sole discretion, that your service is being used for any of the aforementioned activities.

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1.5 Confidentiality of Equipment Parameters.

You shall not reverse engineer, distribute, publish, display, modify or in any way exploit the configuration parameters SubSpace Communications Inc. provides as a means to access the service.

1.6 Theft and Fraud.

You agree and understand that you are responsible for cancelling the service if you believe that the interface equipment (the “**Equipment**”) has been lost or stolen, or if you become aware that the service is being misused without your consent. You must provide the account number and a detailed description of the circumstances of the equipment theft or fraudulent use of the service. You will be liable for all charges accruing to your account for use of the service using equipment stolen from you and any and all stolen device or fraudulent use of the service until you cancel the service.

1.7 Tampering with the Device and Service.

You agree not to change the electronic serial number, MAC or equipment identifier of the equipment. You agree not to disrupt or hack the service or to make or attempt to make any use of the service that is inconsistent with its intended purpose.

1.7.1 SubSpace Communications Inc. reserves the right to immediately terminate your service should you tamper with the equipment, leaving you responsible for all charges to end of the current term, including without limitation unbilled charges, all of which immediately become due and payable.

1.8 Use of 911 Dialing.

You acknowledge that you will not have 911 dialing unless you have signed and deposited the Subscriber 911 Acknowledgement Form with SubSpace Communications Inc. and that should you **not** agree, that you have been advised to make alternate arrangements for 911 Service.

1.8.1 You agree and acknowledge that should you move or relocate temporarily, your service, that you will provide the new or temporary location information to the service provider SubSpace Communications Inc. or as instructed by SubSpace Communications Inc. and you further acknowledge that the new or temporary information does not become valid for **24hrs**. You also agree to uphold the Limitations of Liability as outlined in **3.1.1** of this agreement should you or any third party having the need to use the 911 service during this **24hr** time frame.

1.9 Termination of Service.

SubSpace Communications Inc. reserves the right to terminate the service at any time with or without notice and for any reason. You agree that SubSpace Communications Inc. shall not be liable to you or any third party for any modification, suspension or discontinuance of the service.

1.10 Copyright/Trademark/Unauthorized Usage of Device, Firmware or Software.

The Service and Equipment and any Firmware or Software used to provide the service or provided to you in conjunction with providing the service, or embedded in the equipment, and all Services, Information, Documents and Materials on SubSpace Communications Inc. and its service provider’s website(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively “**marks**”) of SubSpace Communications Inc. and/or its service providers are and shall remain the exclusive property of SubSpace Communications Inc. and/or its service providers and nothing in this Agreement shall grant you the right or license to use such marks. You

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acknowledge that you are not given any license to use the Firmware or Software used to provide the service or provided to you in conjunction with providing the service, or embedded in the equipment, other than a non-transferable, revocable license to use such Firmware or Software in object code form (without making any modification thereto) strictly in accordance with the Terms and Conditions of this Agreement, and that the equipment is exclusively for use in connection with the service. If you decide to use the service through an interface device not provided by SubSpace Communications Inc., which SubSpace Communications Inc. reserves the right to prohibit in particular cases or generally, you warrant and represent that you process all required rights, including Software and/or Firmware licenses, to use that interface device with the service and you will indemnify and hold harmless SubSpace Communications Inc. against any and all liability arising out of your use of such interface device with the service. You agree not to reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the Firmware or Software.

2. SERVICE LIMITATIONS

2.1 Not a Traditional Telephone Service.

You acknowledge and understand that the Service is not a traditional telephone service. The service connects to the internet and not a traditional telephone line. There are **Important Differences** between the service and a telephone service. The service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

2.1.1 Notification of All Users

You acknowledge and agree to inform all household residents, guests and other persons who may have use of and have the need to dial 911 Emergency Services of the important differences in and limitations of VoIP 911 dialing service as compared to traditional 911 service.

2.2 Limitations to 911 Emergency Services.

You acknowledge and understand that the service does not support traditional 911 or E911 access to emergency services. SubSpace Communications Inc. has contracted, directly or indirectly, with a third party to provide a VoIP 911 emergency response service. However, there are certain **Important Limitations** on the functioning and capabilities of VoIP 911 call routing features provided by SubSpace Communications Inc. and its emergency response partner(s)...

2.2.1 Intermediate Call Centre

Due to the "nomadic" nature of VoIP and the availability of "geographically independent" telephone numbers, SubSpace Communications Inc. and/or its service providers route 911 calls to intermediate "APCO¹ trained" Emergency Response Operators. These emergency response operators are different from the "PSAP²" operators that would answer a traditional emergency 911 call. The emergency response operator will ask the caller to confirm their location and call back number with the information on record (see 1.8, 1.8.1 and 2.2.3 of this agreement). The emergency response operator will then transfer the call to the appropriate PSAP for your geographic location.

¹ Association of Public Safety Communications Officials

² Public Safety Answering Point

2.2.2 Name and Address Disclosure

You hereby authorize SubSpace Communications Inc., its agents and its service providers to disclose your name and address to third party service providers, including, without limitation,

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call routers, call centres and PSAP, for the purpose of dispatching emergency service personnel to your registered location.

2.2.3 Registration of Physical Location Required

You must register the physical location of which **each** phone number provided for the service will be used (see 1.8, 1.8.1 and 2.2.1 of this agreement). If you are unable to speak at the time of the 911 call, the emergency services operator will assume that you are located at your last registered address for the service. You agree and acknowledge that should you **not** advise SubSpace Communications Inc. of the physical location for the service, you hereby indemnify and agree to hold harmless SubSpace Communications Inc., its agents and service providers against any and all liability arising out of the inability to access 911 Emergency Services.

2.2.4 Unavailability of 911 Service for your Geographic Location

911 emergency calling from within Canada or the United States of America is subject to availability of 911 service for your geographic location. If you reside or temporarily relocate to an area where 911 dialing service is not available, you hereby acknowledge that you are responsible for obtaining the direct dialed number for accessing the Fire Department, Police Department and Ambulance / Medical services for your physical location. You hereby indemnify and agree to hold harmless SubSpace Communications Inc., its agents and service providers against any and all liability arising out of the inability to access 911 Emergency Services.

2.2.5 Emergency 911 Service Not Available with Softphone

911 emergency services are not available with Softphone. (*Softphone is a computer based software application*).

2.2.6 Network Congestion

The service may suffer a greater possibility of network congestion and/or reduced speed in the routing of a 911 call as compared to traditional 911 dialing over traditional public switched telephone networks "PSTN".

2.2.7 Alternate 911 Arrangements

If you are not comfortable with the limitations of the 911 service, you should consider having an alternate means of accessing traditional 911 services.

2.3 Service Outages.

You acknowledge and understand that the service, including 911 service will not work;

- (a) during outages, suspensions or termination of subscriber's broadband internet service for any reason;
- (b) in the event of a power failure or disruption;
- (c) in the event of a suspension or termination of the service for any reason;
- (d) if your internet service provider intentionally or inadvertently blocks the ports over which the service is provided or if it otherwise impedes the usage of the service.

2.4 Privacy.

VoIP communications are transmitted over public networks including the internet. You acknowledge that SubSpace Communications Inc. is not liable for any loss of privacy arising out of the use of the service.

2.5 Operator Services Not Available.

SubSpace Communications Inc. does not currently offer or contract with a third party, operator assisted calling, including, without limitation, collect calls, third party billing calls or calling card calls.

- (a) The service does **not** support 211, 311, 511, 611 or 811 calling services.

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2.6 N11 Calling Services Provided.

SubSpace Communications Inc. does provide through a third party as part of the service;

- (a) 411 Directory Assistance Service
- (b) 711 Translation Service for Hard of Hearing to Speech and vice versa
- (c) 911 Emergency Call Response Service (different from traditional 911 or E911)

2.7 No Directory Listing.

The phone number you obtain from us is not currently listed in any telephone directory.

- (a) Phone Numbers transferred (ported) from your Incumbent Local Exchange Carrier (ILEC) may be listed.

2.8 Incompatibility With Other Services.

The service may not be compatible with some home security systems. You may be required to maintain a telephone connection through your local exchange carrier (LEC) in order to use any Alarm Monitoring functions for any security system. You are responsible for contacting the alarm company to determine the compatibility of any alarm monitoring or security system with the services.

3. LIMITATION OF LIABILITY AND INDEMNIFICATION

The term SubSpace Communications Inc. as used in this section shall mean SubSpace Communications Inc. and its affiliates, employees, directors, officers, servants, agents and any other service provider that furnishes services, devices or equipment to you in connection with this agreement or the services or the equipment.

3.1 Limitation of Liability.

You acknowledge and agree that SubSpace Communications Inc. WILL NOT BE LIABLE or RESPONSIBLE TO YOU or ANYONE ELSE FOR:

3.1.1 ... any injury, death or damage to persons or property, arising directly or indirectly out of, or relating to the 911 service and you agree to defend, indemnify and hold harmless SubSpace Communications Inc. from any and all claims, losses, damages, fines, penalties, costs and expenses (including without limitation, legal fees and expenses) by, or on behalf of, you or any third party relating to the absence, failure or outage of the service, including 911 service, incorrectly routed 911 calls, and/or the inability of any user of the service to be able to use 911 service or access emergency service personnel.

3.1.2 ... any special, indirect or consequential damages or for lost profits, in any matter related to this Agreement or the Service, including but not limited to any interruption, delay or failure to furnish, deliver or provide services.

3.1.3 ... if SubSpace Communications Inc. is determined to have any liability in any matter related to this Agreement or the Services, such liability shall be limited to the price paid by you for the service with respect to which the liability relates in the month or months in which the event giving rise to the liability occurred.

4. WARRANTIES

The term SubSpace Communications Inc. as used in this section shall mean SubSpace Communications Inc. and its affiliates, employees, directors, officers, servants, agents and any other service provider that furnishes services, devices or equipment to you in connection

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with this agreement or the services or the equipment. The provisions of this section shall be applied to the fullest extent of the law, but if any portion or aspect of this section is determined to be unlawful, this section shall be construed to limit liability against SubSpace Communications Inc. to the fullest extent possible under the law.

4.1 No Express or Implied Warranty.

SubSpace Communications Inc. makes no expressed or implied warranty regarding the service or equipment or the installation of same and disclaims any implied warranty including any warranties of merchantability and or fitness for a particular purpose.

4.1.1 SubSpace Communications Inc. does not warrant that the service or equipment will function without failure, delay, interruption, error, degradation of voice quality or loss of content, data or information.

4.1.2 SubSpace Communications Inc. does not authorize anyone, including but not limited to its employees, agents or representative, to make a warranty of any kind on its behalf and you should not rely on any such statement.

4.2 New Equipment.

If you purchased the equipment new from SubSpace Communications Inc. and the equipment included a limited warranty at the time of purchase, you must refer to the separate limited warranty document for information on the limitation and disclaimer of such warranty. If your equipment did not include a limited warranty from SubSpace Communications Inc. at the time of purchase, you agree that you accept the equipment **"As Is"** and that you are not entitled to replacement or refund in the event of any defect.

5. CONTENT

The term "User" as used in this section means any person, whether authorized or unauthorized, using the Service and/or Equipment provided to you;

5.1 Content Transmitted.

You are liable for any and all liability that may arise out of the content transmitted by or to you or users using the service. You shall assure that your or user's use of the service and content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. SubSpace Communications Inc. reserves the right to terminate or suspend affected Services, and/or remove your or user's content from the Services, if SubSpace Communications Inc. determines that such use or content does not conform with the requirements set forth in this Agreement or interferes with SubSpace Communications' ability to provide services to you or others or receives notice from anyone that your or user's use or content may violate any laws or regulations. SubSpace Communications' actions or inaction under this section shall not constitute review or approval of your or user's use or content. You will indemnify and hold harmless SubSpace Communications Inc and it's partners against any and all liability arising from the content transmitted by or to you or to users using the service.

6. TERMINATION/DISCONTINUANCE of SERVICE

SubSpace Communications reserves the right to suspend or discontinue providing service generally, or to terminate your service, at any time in its sole discretion. If SubSpace Communications discontinues providing the service generally, or terminates or suspends your service in its discretion without a stated reason, you will only be responsible for charges accrued through the date of termination including a pro-rated portion of the final month's charges. If your service is terminated or suspended for any stated reason, including without limitation violation of any terms of this agreement, or because of any improper use of the service or equipment (such as, but not limited to, your attempts to hack, disrupt or misuse the

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service or your acts or omissions that violate any acceptable use policy of SubSpace Communications is subject), you will be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee if applicable, all of which immediately become due and payable.

7. CHANGES TO THIS AGREEMENT

SubSpace Communications may change the terms and conditions of this agreement from time to time. Changes to this agreement supersede all previously agreed to electronic and written terms and conditions. YOU AGREE TO THE CHANGES IF YOU HAVE BEEN GIVEN NOTICE OF THE CHANGES IN THE PRICES, CHARGES AND/OR TERMS AND CONDITIONS AND YOU CONTINUE TO BE ENROLLED IN, USE OR PAY FOR THE SERVICES AFTER ANY CHANGES HAVE BEEN MADE. You understand and agree that notices will be considered given and effective on the date it is posted on the SubSpace Communications website at www.subspace.com/skyline and/or date we notify you of the changes by the following: ... email at the address provided by you, postcard, letter, recorded announcement, message on your bill, an insert in your bill, newspaper ad or a call to your billed telephone number, whichever occurs first.

I hereby acknowledge that I have read and agree to all terms and conditions herein:

User Full Name: (print) _____

User Signature: _____ **Date:** _____

Street Address: _____ **City:** _____

Province: _____ **Postal Code:** _____ **Phone #:** _____

[Service Provider Name] **Employee** **Installation Date:** _____