

WTC Communications

Competitive Local Exchange Carrier (CLEC)

General Terms of Service

1. GENERAL INFORMATION

(a) These Terms of Service (the "Terms") govern the relationship for all services ordered or purchased by a customer (the "Customer") and for the services the Customer agrees to subscribe to from WTC Communications, (hereinafter referred to as "WTC"). All terms herein shall form part of the Service Agreement(s), residential, commercial, retail or wholesale or other subscription or order form acknowledged and/or executed by the Customer to acquire services (the "Services") from WTC to be delivered to or provisioned at a customers' premises as stated by the Customer within the order form, subscription or service agreement (the "Customer Premises"). These Terms shall govern the relationship between WTC and the Customer whose name appears on the Service Agreement, subscription, registration or order form, whether in paper or online via the Internet or other electronic means (collectively, the "Agreement") and the terms shall apply to every Service WTC offers, unless otherwise specified. Any additional Services the Customer contracts to receive from WTC, shall be covered in a separate Service-specific agreement, order form or subscription and shall be deemed to be appended to these Terms and identified as being incorporated herein if so appended. Except as otherwise or additionally outlined in the applicable service-specific agreement(s), these Terms shall apply to all WTC Services.

(b) WTC offers Services pursuant to the rules and regulations established by the Canadian Radio-television and Telecommunications Commission (the "CRTC") specifically, the decision on local service competition being Decision CRTC 97-8, Local Competition, 1 May 1997 (Decision 97-8) and other related decisions, orders and regulations issued or that may be issued by the CRTC. WTC's network is connected to other local Canadian carriers, telecommunication service providers or their agents/resellers that offer service in WTC operating territory. WTC provides equal ease of access to other long distance service providers that offer service in its operating territory.

(c) BY ACTIVATING OR USING THE WTC SERVICE(S), THE CUSTOMER REPRESENT THAT THEY ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND FULLY THE TERMS AND CONDITIONS OF THIS AGREEMENT. Use of COMPANY Service constitutes acceptance and agreement to WTC's AUP (Acceptable Use Policy) as well as WTC's TOS (Terms of Service).

2. SERVICES AND CONTRACT TERM

(a) Term for Residential & Commercial Customers

Once provisioned or in the process of being provisioned, the Customer shall be responsible for payment of the Services for a minimum of thirty (30) days and shall continue until terminated by the Customer with thirty (30) days prior written notice to WTC or termination by WTC for any other reason set out in these Terms or as directed by the CRTC. WTC may adjust any charges pertaining to the Services without prior written notice.

(b) Termination of Service by Residential & Commercial Customers

If cancellation of Services is desired, the Customer agrees to give WTC thirty (30) days notice. Charges for Services will continue for 30 days after notice of cancellation is received by WTC. If any WTC equipment is not returned within thirty (30) days following cancellation, is returned in unsatisfactory condition, is damaged or broken, WTC will charge the Customer a flat fee and the Customer is responsible for all charges as billed. Customer remains responsible for payment of all outstanding balances accrued through the effective date of cancellation as well as all disconnect fees, if any. A minimum Service Period with applicable early Termination Charge(s) may also apply. If you terminate service prior to the end of the commitment period, you agree to pay WTC an Early Termination Fee for any contract and/or promotion you accepted. Early Termination fees are cumulative and in addition to any other charges or fees you may owe WTC and any fees or charges the WTC requires upon termination of service.

(c) Activation of Services

In offering the Services to the Customer, WTC offers no guarantee of service delivery date or warranty of merchantability on the service date requested by the Customer. The Customer acknowledges that WTC shall not be liable to the Customer for any delays in delivering the Services or attempting to deliver the Services. The Customer also acknowledges that there are limitations and restrictions on the Services and, accordingly, the Services will only be provided to the Customer where technology permits and are subject to availability of service. Internet speeds are not guaranteed and may vary depending on Internet traffic and other factors. If for any reason, WTC is unable to deliver all or a portion of the Services, WTC reserves the right to:

- i. Cancel or reduce the affected undeliverable Service for technical or other reasons; and
- ii. Adjust the pricing for the remainder of the Services that are delivered if only a portion of the Services are undeliverable; and
- iii. Continue providing the remainder of the unaffected available Services.

For greater clarity, adjustment to Services or cancellation of an unavailable Service shall not affect the remainder of the Services being provided pursuant to this Agreement and the application of such terms and conditions to the remainder of the Services shall not be affected and, Customer shall have no right to terminate the Agreement based on a claim for a particular Service being adjusted, unavailable or reduced, except as otherwise expressly set out herein. The Customer accepts that any delays in the establishment of domain hosting and e-mail accounts as part of an Internet access package are deemed to be ancillary to that part of the Services which are Internet connection bundled Services and such delays in this process will not defer the initiation of billing for the Services.

Once the Services are activated, WTC will provide the Customer with the Services for the minimum Term as provided for in the Agreement. WTC will install the Services up to the Customer's demarcation point as are necessary to connect the Customer's Premises to permit the delivery and performance of the Services. Such equipment shall not, however, include terminal equipment as telephones, computers and related hardware. The Customer agrees that it shall change its terminal equipment upon ten (10) days notice (or less, for urgent or emergency situations) from WTC if the Customer's equipment or software has caused damage to WTC equipment or network or is dangerous or interferes with service to others. WTC may, at its discretion, cancel or refuse to provide Services to the Customer for reasons including:

- i. In the event WTC would incur unusual costs or expenses which the Customer will not pay, for example, for securing rights of way or rights of access, acquiring space in buildings, or for special construction or hardware;
- ii. The Customer owes amounts to WTC that are past due;
- iii. The Customer does not provide a security deposit or satisfy alternate security measures when requested by WTC;
- iv. WTC has terminated the Services in the past; or WTC does not provide the requested Service in the Customer's district.

(d) Reduction, Termination or Cancellation of Service by WTC - all Services

WTC may reduce, terminate or suspend the Services at its option to the Customer including, but not limited to the following circumstances:

- (i) If the Customer uses the Services in excess of the amounts which are set for the product ordered by the Customer (including, but not limited to products such as Internet and associated bandwidth, long distance plans etc.);
- (ii) If the Customer defaults in the performance of or compliance with any material provision of this Agreement including, without limitation, its obligation to pay the total monthly invoiced charges, as may vary from time to time in accordance with this Agreement, and such breach is not remedied after the Customer has received notice from WTC of such breach or default;
- (iii) Provide payment by cheque or other means which is not honoured by the Customer's bank;
- (iv) Fail to provide interim payments when requested by WTC;
- (v) Fail to provide or maintain a reasonable deposit or alternate security when requested to do so by WTC;
- (vi) Fail to provide WTC with reasonable entry and access to install inspect, repair, replace or to perform necessary maintenance on the telecommunications equipment, facilities or network;
- (vii) Use or permit others to use any of WTC Services for a purpose or in a manner that is contrary to law (including decisions or orders of the CRTC), or for the purpose of making harassing, threatening, abusive, annoying, offensive, illegal or fraudulent calls;
- (viii) Charge any other person for the use of WTC Services without the prior written agreement of WTC;
- (ix) Harass, threaten, or otherwise act unreasonably towards WTC, its employees or agents, including, without limitation, by making numerous unwarranted requests for credits;
- (x) Alter or otherwise interfere with WTC facilities or equipment, or fail to replace or modify equipment or facilities which may harm, damage, interfere or pose a danger to or interfere with the service of others, or to WTC equipment, Services, facilities or network; or
- (xi) Fail to provide payment for other accounts with WTC, including amounts owed by the Customer as a guarantor for the account of another;
- (xii) If the Customer files or threatens to file a petition in bankruptcy, voluntarily or involuntarily, or become insolvent or reorganize or make any assignment for the benefit of creditors or make any arrangements or otherwise become subject to any proceedings under applicable bankruptcy laws or insolvency laws with a trustee, or receiver appointed in respect of a substantial portion of the assets of the Customer, or in the event the Customer liquidates or winds up its daily operations for any reason whatsoever;
- (xiii) If WTC is compelled or required to discontinue the Services (or any of them) by any relevant authority, or if any licenses, easements, rights-of-way, permits or regulatory authorizations or approvals required by WTC to permit it to fulfill its obligations in respect of the Services in a lawful manner cannot be obtained or would involve expense to WTC or are terminated or revoked or expire and are not renewed without expense to WTC or if the provision of the Services would or are determined to violate any applicable federal, provincial or municipal law, regulation or by-law or would otherwise be unlawful;
- (xiv) If WTC decides to cease to provide the Services to its customers generally, provided that WTC shall provide the Customer with a minimum of two (2) months' written notice of such termination (unless ordered to discontinue Services in less time by the CRTC or such other authority having jurisdiction over WTC).

If the Services are terminated as aforesaid, and are subsequently restored to the Customer for the same or new Services, the Customer will be charged a new installation charge and/or administration fee which corresponds to WTC current standard installation charge; promotional prices do not apply.

Upon the expiration or termination of this Agreement, the Customer shall be obligated to fulfill all obligations or liabilities arising prior to such termination any and all costs we incur to collect such amounts, including, without limitation, collection costs and legal fees and expenses.

In the event of a suspension or termination of WTC Services, all features and Services, including emergency 9-1-1 Services to the applicable telephone numbers may be suspended or terminated. A suspension or termination of the Services will not affect the Customer's obligation to pay any amounts owed to WTC, before, during or after the suspension or termination. An administration fee may be levied in order to reconnect the Services following a suspension or termination of the Services.

(e) Long Distance and Operator Service

- (i) The Customer's use of operator assisted local or long distance Services, directory assistance, toll-free Service numbers, collect calls and bill to third party calls charges are unrelated to choice of long distance provider and the Customer agrees to pay for all charges associated with such use from the Customer's Premises, lines or Internet connections. WTC does not offer international operator assistance.

- (ii) By acceptance of WTC long distance or other usage-based Services, the Customer authorizes WTC to make the necessary changes to reflect the Customer's decision to subscribe for same. In most instances the Customer dials 1 plus the area code and the Customer's call will be carried on behalf of the Customer on the WTC network. The Customer also agrees to WTC handling of all long distance calls and usage based Services as referred to above and will be responsible for, and agrees to pay for all long distance calls and usage based Services made from the Customer's Premises, lines or Internet connections.

(f) Consumer Safeguards and 900 Services

While WTC makes every reasonable effort to identify and avoid long distance fraud, the Customer is responsible for the calls originating from or accepted on the Services or the telephone line(s) and any charges associated therewith. Therefore, it is the Customer's responsibility to inform all users of the Customer's telephone lines at Customer's Premises that are subscribed for and acquired by the Customer and for all calls dialed on or accepted on the telephone line or Services to be aware of the risks associated with use of the Services. **PLEASE BE AWARE** that Long distance fraud or hijacking can occur when the Customer dials a number or accepts a call that is intercepted by a third party with the intention of making fraudulent use. A computer connected with a modem to a phone line can be a source of toll fraud. The Customer is solely responsible for the use, for allowing others to access and to safeguard the use of all equipment located at the Customer's Premises and for the use of the telephone line(s) and Services subscribed for from WTC. For safeguard purposes, WTC protects its customers by automatically blocking long distance calls to countries that are known destinations for long distance fraud.

WTC also blocks access to 900 and 976 series pay numbers by default. Customers may call WTC Customer Care and provide written authorization to release these numbers for use and to remain unblocked on their telephone line(s). Administration charges will apply for requests to unblock, block and for any subsequent similar requests.

(g) Re-Termination of Circuit -In the event that the Customer requests

In the event that the Customer requests a re-termination of its circuit (relocate the termination point of the telephone company's dedicated leased line at the Customer's premises), the Customer will be responsible for all fees assessed by WTC and the telephone company. WTC will not be responsible for any disruptions to the Services caused by any such re-termination.

3. BILLING POLICY AND PAYMENT

(a) **Invoicing and Payment.** Monthly charges for the Services will be invoiced in advance of the period for which the service is given and are due on the due date shown on the invoice. Recurring automatic payments are due on the 26th of the month (or next banking day) in which the service is billed.

(b) **All usage based Services** (if applicable), including but not limited to Services such as operator Services, directory assistance, pay per use, long distance and burstable Internet Services, will be invoiced at the end of each bill cycle during the Term. All payments are due on the due date shown on the Customer invoice and may be made in accordance with the applicable payment method made available by WTC and selected by the Customer. Please refer to your monthly invoice for all payment methods that have been established by WTC. Payments are considered overdue when not received in time for posting by the due date shown on the invoice. Interest WILL be charged on all overdue amounts at a rate of 1.25% per month /15.0% annually from the due date, until payment is received by WTC. Declined payments returned for any reason are subject to a \$30.00 returned item charge per occurrence. Automatic payments will appear on your credit card statement/financial institution statement as "WTC COMMUNICATIONS". Service will be interrupted on accounts that are past due. Services which remain interrupted for non-payment longer than 1 month are subject to a reconnect charge equal to \$25.00 or the activation fee of the service at the time.

(c) **Installation Fees.** One-time installation fees, if applicable, for setup and installation of the Services, are due and payable concurrent with receipt of the first invoice issued to the Customer. However, WTC reserves the right to require upfront payment of installation fees (if applicable) upon ordering of the Services or execution of the Service Agreement.

(d) **Taxes.** All prices and charges for the Services, are subject to and do not include all applicable taxes, including all federal, provincial or local sales taxes, use taxes or any similar tax which may be levied in respect of the installation, operation and maintenance of the Services and related hardware.

(e) **Rental charges** for equipment will be included along with the applicable taxes on the WTC invoice. Charges for equipment will apply if equipment is not returned from the Customer's Premises to WTC offices. If the equipment is not returned within thirty (30) days following cancellation, is returned in unsatisfactory condition, is damaged, tampered with or broken, WTC will charge the Customer a flat fee and the Customer is responsible for all charges as billed. Customer remains responsible for payment of all outstanding balances accrued through the effective date of cancellation as well as all disconnect fees, if any.

(f) **Security Deposit.** WTC reserves the right to require a security deposit equal to a minimum of three months of anticipated future charges prior to the activation / continuation of any Services in circumstances where there is an abnormal risk of loss. For example, where the Customer has incurred a significant amount of long distance or other usage-based charges or, in situations of suspected fraud; or in connection with the credit criteria as set out below. In such cases, charges will be considered past due when the time period for your payment as specified by WTC has lapsed.

(g) **Increase in Charges.** WTC reserves the right to change the monthly recurring charges and usage-based Services.

(h) **Invoice Inquiries and Disputes.** Invoice inquiries and disputes must be brought to WTC attention within 30 days of the invoice date, or the Customer will be deemed to have accepted the invoice as accurate in all respects. WTC will review any disputed charges, provided the Customer continues to pay any undisputed portion and subsequent invoices.

(i) **Retroactive Charges.** WTC reserves the right to bill for Services rendered for up to one year from the date of occurrence that such Services were not invoiced or as a result of fraudulent usage.

4. CREDIT APPROVAL AND SECURITY DEPOSIT POLICY

(a) **Credit Approval.** Provision of the Services is conditional upon WTC being satisfied with the results of an investigation of the Customer's credit worthiness and being satisfied with the results of such credit checks. The Customer's acceptance of the Services signifies the Customer's approval, authorization and acceptance of WTC's initial and continuing credit review and approval. For clarity, by execution of the Agreement, a subscription, a registration, an acknowledgement or a work order form in paper, online via the Internet or other electronic means, the Customer expressly authorizes WTC and those acting on its behalf, from time to time, to the release and retention of any and all information necessary to investigate and complete a credit review to establish creditworthiness and the right to make current and ongoing inquiries about the Customer which are necessary to establish and maintain good credit with WTC; and to the receipt and exchange of information about the Customer with credit or consumer reporting agencies. The Customer authorizes WTC and credit and reporting agencies to release; share or exchange reports about the Customer to WTC for the purpose of establishing this credit. Customer credit information will not be made public to any party other than the Customer and credit reporting agencies.

(b) **Criteria for Security Deposit requirement.** WTC reserves the right and may require a security deposit at any time if the Customer:

- (i) Does not have a satisfactory credit or payment history; or
- (ii) Does not have a satisfactory credit rating or satisfactory credit information is not provided to WTC; or
- (iii) Presents an abnormal risk of loss to WTC, as determined at WTC's sole discretion.

WTC will inform the Customer of the reason for requiring a deposit and the amount of the deposit and will advise the Customer of the possibility of providing an alternative to a deposit that may be acceptable, such as arranging for third party payment, a bank letter of credit or a written guarantee from a third person whose credit is established to the satisfaction of WTC. Otherwise, WTC reserves the right to limit or suspend Service(s) which are considered to be a

default under these Terms or a breach of the Agreement by the Customer, and the Customer may be subject to cancellation penalties in such event.

(c) **Refund of Security Deposit.** Any deposit received will be credited to a Customer's account after at least 12 consecutive months in good standing on all Service accounts. The Customer will not earn any interest on any deposits held by WTC. If the Customer's Service is cancelled, the deposit will be applied against the outstanding balance on the Customer's account and refund any remaining balance.

5. RESTRICTIONS ON USE OF SERVICES AND ACCEPTABLE USE POLICY

Detailed Acceptable Use Policy (Attachment 1) can be found at www.wtccommunications.ca/info/aup.php

The following restrictions apply to the provision of the Services:

(a) **Illegal Use.** The Services are not to be used for any unlawful or illegal purpose. The use of the Services by the Customer shall comply with all applicable government codes, ordinances, laws, rules and regulations.

(b) **Sharing / Reselling of Services.** The Services are not to be shared or resold to any party, except with the written consent and agreement of WTC, or where such resale or sharing may cause WTC to violate the terms of its interconnection or other arrangements with other carriers or the rules and regulations of CRTC.

(c) **Violation of System/Network Security.** WTC reserves the right to pursue civil or criminal action against the Customer and to cooperate with law enforcement in actions including:

- (i) Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of the system/network or breach security or authentication measures without prior authorization, including "cracking";
- (ii) Unauthorized monitoring of data or traffic on the network/system;
- (iii) Interfering with Service to any other user, host or network including, posting/transmitting information or software containing a virus, lock, key, worm, Trojan horse or other harmful or debilitating feature, mail bombing, flooding, hacking, broadcast attacks and deliberate or negligent attempts to overload the system;
- (iv) Forging TCP-IP pack header or any part of the header information in an email or newsgroup posting;
- (v) Disrupting WTC backbone network nodes or Service;
- (vi) Invasion of another person's privacy or committing fraud with the use of another person's identity;
- (vii) Failure to maintain computer equipment and related hardware which causes or may cause damage to WTC network, system or Services.

If the WTC is involved in a security violation investigation, an "Investigation Fee" of not less than \$50 will be charged to the Customer's account for the second security violation and may result in immediate suspension or termination of Customer's account.

(d) **Third Party Use of Services.** The Customer shall not permit third parties to use the Services, including without limitation, initiating any transmission from the Customer's Premises, and the Customer shall not itself initiate any transmissions from the Customer's Premises on behalf of any third party, except where such initiation or transmission comprises part of the primary business of the Customer to resell WTC Services and with the prior written agreement of WTC.

(e) **Proprietary Rights of WTC.** All software (if any) provided to the Customer by WTC, shall not be copied, distributed or sub-licensed except one copy of the software may be made for backup purposes. Except with the prior written agreement of WTC, the Customer shall not use the Services to upload, post, publish, transmit, reproduce or distribute information, software or other material obtained through the Services which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining the written permission of the copyright owner or right holder. The Customer shall not, except with the prior written agreement and consent of WTC, re-sell or attempt to re-sell the Services or use the Services for the operation of an Internet service providers' business or any other business which competes directly or indirectly with WTC or operate a server in connection with

providing the Services to a third party, including mail, file, gopher, news, chat, telnet, web or host configuration servers, multimedia streamers or multi-user interactive forums.

(f) **Email, Usenet and Voice Mail Facilities.** The Customer shall not use the Services to send unsolicited messages including advertising and information announcements or post the same or similar messages to one or more newsgroups or for mass distribution, including cross-posting or multiple-posting, bulk mailing, and junk mailing, also known as "Spam", chain letters or pyramid schemes. If a recipient asks the Customer to stop receiving the messages, (whether by fax, voicemail or e-mail), then the Customer must immediately suspend delivery and not send any further messages to that person or persons. In addition, the Customer shall not use any third party entity or entities that spam on the Customer's behalf to advertise services that are hosted by or connected to the WTC Internet network. The Customer must also refrain from posting advertisements in newsgroups whose Frequently Asked Questions (FAQs) / chargers explicitly prohibit it and it is the Customer's responsibility to be aware of such restrictions particular to different newsgroups. SPAM (as defined in our AUP) is strictly prohibited. WTC has a ZERO TOLERANCE policy toward SPAM. First violations of this policy will result in an "Investigation Fee" of \$50 and the Customer's account will be reviewed for possible immediate termination. A second violation will result in an "Investigation Fee" up to \$500 and immediate termination of the Customer's account. To avoid trouble with the Customer's account, DO NOT SPAM from the account. This includes email, Usenet and access account types. If the Customer even suspects that a piece of email that is about to be sent could be viewed as SPAM ask a WTC representative first. Such action will not absolve the Customer of responsibility but may prevent problems for the Customer by being advised not to send the email.

(g) **Faking or forging an Internet Protocol ("IP")** address other than the ones allocated to the Customer by WTC (sometimes referred to as "spoofing") is prohibited.

(h) **Uploading, posting, publishing, defacing, modifying, transmitting, reproducing, or distributing** in any way, any information, software or other material which is protected by copyright, without obtaining permission of the copyright owner or right holder; or obtain or attempt to obtain WTC Services by any means or device with intent to avoid payment or to defraud is prohibited

WTC may immediately and, without notice, suspend or terminate the Customer's Service and terminate the Agreement immediately for the Customer's failure to comply with WTC's Acceptable Use Policy set out in this Section. For greater clarity, any such violations of this Policy by the Customer or any third party accessing or using the Facilities shall be deemed to be violations of this Policy by the Customer. WTC reserves the right to charge the Customer for all direct and indirect costs and damages relating to any breach of its Acceptable Use Policy.

WTC disclaims any obligation to monitor the content of information and/or materials on its network and exercises no control whatsoever over the content accessible on the Internet. However, WTC may monitor such content electronically from time to time, to measure usage, and may also disclose any such information where required by law pursuant to a lawful order of a court exercising jurisdiction against the Customer and may remove any information or materials which are unacceptable, undesirable or in violation of this Agreement and without notice to or the consent of the Customer.

6. PRIVACY STATEMENT

WTC is committed to upholding all governmental obligations, laws and regulatory requirements. WTC is committed to following the privacy regulations as required by the

Personal Information Protection and Electronic Documents Act

("PIPEDA") and has taken steps to ensure that all customer information is acquired and retained only for opening, setting up and maintaining accounts and customer credit for WTC Services. Included among these Services are telephone Services for emergency 9-1-1 calls, local and long distance calling and related features, data and Internet Services. In addition, we would use Customer information for maintaining Customer accounts; verifying credit worthiness; protecting Customers from identity theft, fraud, misuse and/or authorized access to your account or personal information; share application and transaction information with employees, contractors, credit and consumer

reporting agencies and other parties who have a need to know and have financial information or dealings with our Customers for purposes of maintaining Customer accounts.

Except as may be required by law and in connection with establishing and maintaining good credit, customer information that is provided to WTC is not shared with anyone other than those who are employed or contracted with WTC to set up, provision, implement and maintain WTC Services and accounts as stated above. Except as otherwise stated herein, we do not share this information with any other third party for any other purpose. Information obtained is only accessed by those who need to know for the purposes set out herein and is stored in a secure location, both paper and electronically.

After becoming a customer, a customer that wishes to terminate their Services and remove their personal information from our records, can do so by following any current contractual commitments associated with WTC Services or these Terms, and by simply informing us. Customer information will only be retained as long is necessary for the effective termination of their Services, or as required by any local, provincial or federal authority or regulating body. Thereafter, customer information will be removed from our records.

If a Customer does not wish to receive notice of special offers or other marketing information from WTC, or if a Customer would like to receive only certain types of communications from us, please let us know. Questions regarding a Customer account or Customer personal information may be made by contacting WTC Customer Care by telephone at 1 866-547-6939 or by visiting our website at www.wtccommunications.ca.

7. INTERNET SERVICES

(a) **Internet Access and Domain Name.** The Customer assumes responsibility for selecting its domain name and ensuring that use of the domain name does not conflict with the right of any other person. Without limitation, WTC shall not be liable to the Customer, or any other person, arising from actual or threatened termination of the Customer's right to use a domain name. The Customer agrees to pay any third party costs associated with obtaining, migrating, maintaining or canceling the main domain name. Upon approval from the Customer, WTC may coordinate the migration of the role of controlling DNS (Domain Name System) for the Customer's domain name. WTC will require a written authorization confirming this with the Internet domain name authority before performing this DNS transfer. The Customer is required to fulfill its component of the migration process within 72 hours after Test and Activation is completed. The Customer accepts that Customer delays in the migration process beyond this time will not defer the initiation of billing for the DSL Services and its components. For greater clarity, the email accounts and web space included in the Services shall only be made available to the Customer within thirty (30) days of a written request from the Customer stating that such Services are required, provided that the Customer has first provided WTC with all information necessary for setting up such Services.

(b) **IP Address Ownership.** The Customer acknowledges that WTC is the sole owner of all IP addresses allocated to the Customer. The IP addresses allocated to the Customer will be returned to WTC upon cancellation or termination of the Services. WTC reserves the right to change, modify, cancel or revoke the IP allocations and addresses at any time without notice.

(c) **Internet Filtering.** WTC is not responsible or liable for the security of the Customer's Internet connection.

(d) **Internet Security.** The Customer is responsible for the security of its network and any devices or services attached to a WTC Internet Connection.

(e) **Safeguard.** It is the Customer's responsibility to take whatever steps it deems necessary to safeguard any devices, services or data that are connected to the Internet over a connection provided by WTC, including, but not limited to, firewalls, proxy servers and virus protection mechanisms.

(f) **Content Filtering.** WTC makes every effort to block SPAM and Internet viruses, however, WTC is not responsible for re-configuring the Customer network or for any content filtering service or type of special configuration on Customer Internet Services, including, firewalls, proxies or any other Customer premise hardware, software, equipment or otherwise.

WTC and/or its directors, officers, employees, contractors or agents, shall not be liable in any way or manner whatsoever to the Customer or to any person, firm or corporation whatsoever, for any delay, loss or damage (whether direct or indirect or founded in tort or contract or otherwise at law or in equity) including, without limitation, resulting from:

- (i) Any unwanted or undesirable content that is not filtered for any reason whatsoever and which content filtering is solely the Customer's responsibility;
- (ii) Any content which is filtered for any reason whatsoever by the Customer;
- (iii) Any disruptions or outages whatsoever, in the content filtering service which the Customer may have acquired; or
- (iv) Any content that was blocked due to spam or Internet viruses.

WTC reserves the right to clear cache content, at its discretion, at any time without prior customer notification.

(g) Telephone Charges: WTC is not responsible for tolls acquired from long distance dialing or line usage. The Customer is responsible for calling the local phone company to determine if the access number used to access Company's network is a local call.

(h) Internet Support Boundaries and Definitions: WTC provides basic Internet technical support to Customers during regular technical support hours as posted at www.wtccommunications.ca/info/contact. WTC limits technical support to their area of expertise. Not all personnel have the same areas or levels of expertise, the Customer may be referred to another member of the support team who is not currently available in which case that team member will contact the Customer at the team member's earliest availability.

(i) Reduction of Internet Services WTC may reduce, terminate or suspend the Internet Services at its option to the Customer including, but not limited to if the Customer uses the Internet Services in excess of the amounts which are set for the product ordered by the Customer.

8. VOICE OVER INTERNET (VoIP) SERVICES

(a) VoIP EMERGENCY SERVICES - 911 DIALING

WTC Communications offers a form of 9-1-1 Service (9-1-1 Dialing) that is similar to traditional 9-1-1 (911) service but has some important differences and limitations when compared with enhanced 9-1-1 Service (E911).

- i. **VoIP Emergency Response Centre.** With traditional 9-1-1 service, your call is sent directly to the nearest emergency response centre. The call centre operator will confirm your location information and then transfer your 9-1-1 call to the emergency response centre nearest your location. You should be prepared to confirm your address and call-back number with the operator. Do not hang up unless told directly to do so and if disconnected, you should dial 9-1-1 again.
- ii. **Registration of Physical Location Required.** You should ensure your location information, when registered with WTC Communications, is kept current at all times. In case you are not able to speak during the 911 call, the call taker would dispatch emergency response vehicles to your last registered address. You need to update your 9-1-1 Dialing information if you move your device to a different location and/or if you add a new line to your account. Your 9-1-1 Dialing service is activated when you subscribe to WTC Communications service.
- iii. **Service Outages.** 9-1-1 Dialing service will not function in the event of a power or broadband outage or if your broadband, ISP or WTC Communications service is suspended or terminated. Following a power failure or disruption, you may need to reset or reconfigure your Device prior to utilizing the service, including 9-1-1 Dialing.

- iv. **Re-Registration Required if You Change Your Number or Add or Port New Numbers.** You must successfully register your location of use for each changed, newly added or newly ported number in order for 9-1-1 Dialing to function.
- v. **Network Congestion; Reduced Speed for Routing or Answering 9-1-1 Dialing Calls.** There may be a greater possibility of network congestion and/or reduced speed in the routing of a 9-1-1 Dialing call made utilizing the Service as compared to traditional 9-1-1- Dialing over traditional public telephone networks.
- vi. **Conveying Limitations to other household residents and guests.** You are responsible to inform any household residents, guests and other persons who may be present at the physical location where you utilize the WTC Communications service, of the important differences in and limitations of VoIP 9-1-1 Dialing service as compared with E911 service, as set out above.
- vii. **Disclaimer of Liability and Indemnification.** We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response centre. We disclaim all responsibility for the conduct of local emergency response centres and the national emergency calling centre. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centres and to a national emergency calling centre. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither WTC Communications nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 Dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless WTC Communications, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection to the Service, 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 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.
- viii. **Alternate 911 Arrangements.** If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or terminating the Service.

(b) Use of VoIP Service and Device by Customers outside Canada and the United States. Although we encourage you to use the Service to place calls to foreign countries from within Canada and the United States, and to use your adapter to make calls while outside of Canada and the United States, we do not presently offer or support the Service in any countries other than the United States and Canada. If you use the Service or the Device outside of the United States or Canada, you will be solely responsible for any violations of local laws and regulations resulting from such use.

(c) Number Transfer on VoIP Service Termination. Upon the termination of your Service, we may, in our sole and absolute discretion, subject to applicable law, release to your new service provider the telephone number that you ported (transferred or moved over) to us from your previous service provider and used in connection with your Service if:

- i. such new service provider is able to accept such number;
- ii. your account has been properly terminated;
- iii. your account is completely current, including payment for all charges and applicable termination fees; and
- iv. you request the transfer upon terminating your account. Failure to meet above conditions/instructions may result in the loss of the number(s) to another WTC Communications' customer.

(d) VoIP Service Distinctions. The VoIP Service is not a telecommunications service and we provide it on a best efforts basis. Important distinctions exist between telecommunications service and the Service offering that we provide. The Service is subject to different regulatory treatment than telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

(d) 0+ or Operator Assisted Calling; x11 Calling. The VoIP Service supports 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls or calling card calls). The Service may not support other x11 (other than certain specified dialing such as 911 and 411, which are provided for elsewhere in this Agreement) services in one or more (or all) service areas. International Operator assistance is not supported.

(e) Change of Number. You have no property right in any phone number assigned to or used by you. We shall be entitled to change any such number where we determine, in our sole discretion, that such a change is necessary. We shall give you reasonable advance written notice of such a change, except in cases of emergency, where oral notice shall be given.

(f) Incompatibility with Other Services.

- i. Home Security Systems.** The Service may not be compatible with home security systems. You may be required to maintain a telephone connection through your local exchange carrier in order to use any alarm monitoring functions for any security system installed in your home or business. You are responsible for contacting the alarm monitoring company to test the compatibility of any alarm monitoring or security system with the Service.
- ii. Certain Broadband and Cable Modem Services.** You acknowledge that there may be other services with which the WTC Service may be determined to be incompatible. You further acknowledge that some providers of broadband service may provide modems that prevent the transmission of communications using the Service. We do not warrant that the Services will be compatible with all broadband services and expressly disclaim any express or implied warranties or conditions regarding the compatibility of the Service with any particular broadband service.

9. ACCESS AND FACILITY REQUIREMENTS

(a) Customer Demarcation Point -The Customer demarcation point for Services will be; in the case of Internet Services, the WTC installed Customer Premise Equipment (CPE); or in the case of telephone Services, generally, the demarcation point is a standard location where all external wiring feeds, terminates and connects with the Customer owned inside wiring, for example; a telephone riser or inside terminal and may not necessarily be physically located in the customer's home, suite or office, but may be located in a closet within a multi-dwelling unit (residential or commercial) or on the side of residential unit or nearby outbuilding or point of presence (the "Demarcation Point"). WTC is not responsible for any equipment beyond the Demarcation Point, save and except for WTC CPE device. The Customer supplies all other facilities and equipment including, without limitation, all telephone terminals or computer equipment necessary to connect the Customer facilities and equipment up to the Demarcation Point, which is the point where WTC facilities end and the Customer facilities begin. The Customer must remove or change any equipment that causes damage to the network or facilities of WTC that are dangerous, or interfere with service to others.

WTC has no obligation to maintain or repair facilities or equipment leased or owned by the Customer. However, upon request of the Customer, WTC may provide maintenance and repair service to your facilities and equipment at the Customer's sole cost and expense, including repairs to inside wire and/or terminating jacks/connectors.

(b) Access Requirements

- (i)** The Customer shall obtain and grant to WTC, its employees, agents, contractors and subcontractors, access to service sites at any reasonable and agreed upon hour for the purpose of providing requested Services to the Demarcation point, including installation, maintenance and removal of WTC equipment and/or facilities.
- (ii)** While every reasonable effort is made to avoid Service interruptions, WTC at times, may interrupt Customer Services at any time for any duration of time, without any notice or liability, where required in order to install or port telephone numbers from any previous choice of local telephone company, inspect, repair, replace or perform necessary maintenance on the telecommunications equipment, facilities or network, or for other technical reasons as may be required.

- (iii) In the event that WTC requires access to Customer Premises to restore Services in the event of a service interruption, the Customer agrees to provide immediate access at no charge to WTC. Upon request, WTC employees must show valid identification prior to entering Customer Premises.

(c) **Facility Requirements.** The Customer shall grant to WTC the right to install such equipment and/or facilities as are necessary to provide the Service(s), and to permit performance of the Service(s). In order to enable WTC to provide the Service(s), (including installation, maintenance and removal), the Customer shall provide or cause to be provided, at each service site at no cost to WTC and in a timely manner, the following:

- (i) Adequate space for equipment, including access to the service site for the installation of such equipment, and for the operation and maintenance of the Services. The location of any equipment to be installed outside of the Demarcation Point at Premises shall be determined by WTC in consultation with the Customer;
- (ii) Electrical outlets and conditioned electrical power required at Premises, and payment for the consumption thereof in connection with the installation, operation and maintenance of the Services;
- (iii) The Customer is responsible for supplying, where necessary all hardware and wiring at or beyond the Demarcation Point, including any computer hardware, cable, wiring, switching equipment or amplifiers required to interface the particular Services with the Customer's communication equipment at each Customer Premises as provided in the Agreement and the Customer is responsible for making such interface connections to the Customer's own equipment.
- (iv) On-site contacts and the telephone numbers at the site by which WTC will be able to contact the Customer by telephone in accordance with the Agreement.

(d) **Documentation Requirements.** The Customer shall furnish to WTC any necessary documentation required to grant WTC the legal right to locate its equipment at a site including free and uninterrupted access thereto (subject to the Customer's internal requirements), as well as any necessary documentation acknowledging that the equipment is the property of WTC.

10. WTC NETWORK, SERVICE FACILITIES AND EQUIPMENT

(a) Except where otherwise stipulated by special agreement, and subject to availability of Services, WTC will furnish and install equipment and facilities required to deliver and activate the Services to the Demarcation Point, including rental equipment (if any).

(b) Notwithstanding that rental equipment or facilities (i.e. a router or other device) are located on a site provided by the Customer, WTC shall be the sole and exclusive owner of wiring, hardware, equipment or facilities provided by WTC, unless such equipment or facilities are purchased or provisioned by the Customer, all equipment will remain the property of WTC. Certain Services and fees, such as High-speed Internet Services, as described in the Customer order or Agreement, include the cost of a router or other device as rental equipment and all applicable taxes.

(c) Such equipment or facilities shall remain the property of WTC, and shall not by reason of the attachment, installation or connection of any part thereof to any realty become or be deemed a fixture to such realty, nor be pledged as part of collateral to any third party and the Customer hereby grants a security interest in any and all of WTC equipment and facilities.

(d) In order to evidence WTC ownership and security interest in the WTC equipment and facilities, WTC shall be entitled to at its sole discretion and the Customer hereby grants permission, to register a notice of security interest under the Personal Property Security Act (Ontario) within the applicable government registry. The term of the registration shall be consistent with the Term of the Agreement.

(e) WTC, at its sole option, may either abandon or remove any WTC equipment or facilities located at a Customer site upon the termination of the Services, but shall not be obligated to remove it.

(f) The Customer shall maintain all equipment, including rental equipment, in good working order, reasonable wear and tear from normal use excepted. The Customer shall bear all risk of loss or damages, whatsoever to WTC equipment, including rental equipment, while in Customer's possession, including, but not limited to, damages or

losses incurred as a result of theft, loss, electrical surges, water, and fire, tampering or upset. WTC reserves the right and by acceptance of these terms, Customer authorizes WTC to charge the Customer all costs relating to the repair or replacement of damaged or lost equipment on the Customer's invoice, and if required, deducted from a security deposit, or automatically charged to a pre-authorized account.

(g) If the Customer fails to pay the costs of loss, repair or damage which are invoiced by WTC as set out above by the due date shown on the invoice or communication, Services may be disconnected and all steps will be taken to enforce collection of amounts owing. The Customer remains liable for all other charges irrespective of the reason for cancellation of the Services.

(h) WTC shall be responsible for, and bear the expense of, ordinary maintenance and repairs of its own equipment or facilities necessary to provide the Services, and will arrange routine scheduled maintenance in advance with the Customer.

11. SCHEDULED NETWORK DOWNTIME

(a) To ensure that WTC Network is operating at optimal performance, WTC reserves the right to schedule and inform Customers of periodic downtimes for diagnosis and maintenance. All care will be taken to minimize any service disruption and to provide advance notice.

(b) Installation, inspection, maintenance, repairs and/or removal of the WTC Services and equipment may result in service delays, outages or potential damage to the Customer's computer or other equipment. The Customer thus acknowledges to make ready its own equipment and, agrees to back-up all computer and other electronic files prior to installation of the WTC Services, facilities and equipment. WTC shall not be liable for any delays, damage, loss or destruction of any of the Customer's software, files, data, business or personal losses in connection with the installation, inspection, maintenance, repairs and/or removal of the WTC Services.

(c) As a precautionary measure, the Customer agrees to make alternate arrangements for telecommunication or Internet Services during the installation, inspection, maintenance, repairs and/or removal by WTC. The Customer also agrees to run a virus check of software prior to the installation of the WTC equipment and periodically thereafter to ensure that the Customer's computer does not contain any viruses which may interfere with the proper operation of the WTC equipment and Services. WTC takes no responsibility for making alternate service arrangements for the Customer during the installation, inspection, maintenance, repairs and/or removal of the WTC Services and equipment or for checking for computer viruses prior to installation of WTC equipment and Services and thus will not be liable for any delays, damages, loss or destruction to the Customer's personal or business files, software, hardware or data as a result of the operation of the WTC equipment and Services should the Customer's computer contain a virus or for such delays in providing WTC Services.

12. RESTRICTIONS ON USE OF WTC EQUIPMENT

WTC Services, equipment or facilities shall not be rearranged, disconnected, removed, repaired, altered or otherwise interfaced with, except by special agreement with and prior approval of WTC. Customer-provided terminal equipment may be attached to WTC facilities at the Demarcation Point (as defined herein).

13. LIMITATION OF LIABILITY AND INDEMNIFICATION

Limitation of Liability

(a) WTC and/or its directors, officers, employees, contractors or agents, shall not be liable in any way or manner whatsoever to the Customer, or to any person, firm or corporation whatsoever, including, but not limited to the following reasons:

- (i) Any delay, loss or damage (whether direct or indirect or founded in tort or contract or otherwise at law or in equity) resulting from, or arising out of the provision of the Services, or any defect in or the delay, failure, inoperability or malfunctioning of WTC equipment or facilities as contemplated by these Terms, including, without limitation, any indirect, consequential or economic loss, whether or not the same was or may have been reasonably foreseeable by WTC, excepting only the liability of WTC to the Customer for any rebates or credits contemplated in any Service-specific agreement;
- (ii) WTC does not guarantee uninterrupted operation of the Services, including emergency 911 services, or of its equipment, facilities, connections or network and, WTC is not liable for any disruption or unavailability of the Services, including without limitation, any act or omission of any third party, including any other local telephone company, any connecting carrier, competitive access provider or other provider of connections, facilities or service whose facilities are used in establishing connections to points that WTC does not directly serve;
- (iii) Defamation or copyright infringement arising from material transmitted or received over WTC facilities; charges.
- (iv) Infringement of patents arising from combining Customer provided facilities with WTC facilities or otherwise from the use of Customer-provided facilities.
- (v) Customer conduct, acts or omissions, or the operation or failure of Customer equipment or facilities;
- (vi) Any event beyond the reasonable control of WTC including acts of God, inclement weather including lightning, labour disputes, riots or civil disputes, wars or armed conflict, any law, governmental order, decision or regulation, or order of any court of competent jurisdiction;
- (vii) Delay or failure, for any reason, to activate any Service on the activation date requested by the Customer;
- (viii) Any defacement of, or damage to, Customer premises resulting from the attachment of any instruments, apparatus or associated wiring or equipment furnished by WTC on Customer premises, or removal thereof, when such defacement or damage is not wholly caused by WTC gross negligence;
- (ix) WTC liability (if any) for negligence, breach of contract, including fundamental breach, or other causes of action, or any loss, omissions, delays, errors, defects or failures in WTC Services, equipment or facilities, or for any other action or inaction of WTC, is limited to a refund of charges for the affected Services proportionate to the length of time the problem existed, upon request. In the event of a service interruption, please notify WTC as soon as practicable. If Services continue to be interrupted for a period of at least 48 hours after notice by you to WTC, a credit proportionate to the length of time the interruption existed shall be granted by WTC to you, upon request. No allowance shall apply to any non-recurring charges.

Under no circumstances shall WTC be liable for any indirect, special, consequential, exemplary or punitive damages whatsoever, including any loss or interruption of business or lost profits, even if such damages were reasonably foreseeable. No agents or employees of other carriers shall be deemed to be agents or employees of WTC.

In subscribing for WTC Services, you obtain no proprietary right or interest in, any particular facility, Service, equipment, telephone number or code associated with the Services.

Indemnity by Customer

(b) The Customer shall indemnify and save WTC and its directors, officers, employees, contractors, agents or shareholders harmless from and against all damages, suits, claims, judgments, costs or expenses of any kind, including legal fees, howsoever arising in connection with the provision of the Services or equipment to the Customer pursuant to this Agreement, including without limitation with respect to the violation of any law or regulation or copyright or trademark infringement which may arise in relation to the provision of the Services and/or equipment. This section shall survive the termination of this Agreement.

(c) In addition, the Customer agrees to indemnify and hold WTC harmless from all claims, including fees and expenses of counsel, resulting from the Customer's use (or the use by others with the Customer's explicit or implicit consent) of WTC Services, or Customer codes, facilities or equipment, which causes direct or indirect damage or harm to another party or the property of another.

(d) If WTC equipment or facilities are presently located at or are to be installed on property or premises occupied by the Customer, but not owned by the Customer, the Customer agrees to be responsible for obtaining and maintaining the consent of the owner or landlord to place such facilities or equipment on the property or Premises. The Customer agrees to indemnify and save harmless WTC from any and all actions, causes of action, claims, actions or demands arising or resulting from any lack of such consent.

(e) The Customer must not use, in any manner or circumstances whatsoever, WTC trademarks, trade names, logos or designs, and has no authority to act on behalf of WTC.

14. ASSIGNMENT

WTC may assign or transfer all or part of its Agreements and Services without the consent of the Customer. The Customer shall not transfer or assign its interest or delegate its duties or responsibilities under its Agreement for Services without WTC prior written consent, such consent shall not be unreasonably withheld and, provided that WTC has satisfied itself as to the identity of the assignee, financial, credit or otherwise and that the assignee signs an assumption agreement or change of responsibility, agreeing to be bound by all of the terms and conditions of the WTC Agreement for Services. Any transfer or assignment contrary to this section shall be deemed a material breach of the Agreement giving WTC a right to terminate the Agreement and will not release or relieve the Assignor Customer from any of the terms of the Agreement or these Terms.

15. SECURITY OF TRANSMISSIONS

WTC does not represent, warrant, covenant or guarantee that transmissions initiated by the Customer in the course of using the Services cannot or will not be received or intercepted by any other person(s).

16. FORCE MAJEURE

WTC shall not be liable for any delay in the performance or for non-performance in whole or in part, of the Services and periods set out for performance of responsibilities as a result of acts of God, floods, war, fires, natural disasters, famine, earthquake, embargoes, labor disputes, casualties, civil disturbances, acts of civil and military authorities, fibre, cable, equipment or other material or component failures, fibre cuts, lack of or delay in transportation, shortages, unavailability or delay in delivery not resulting from the responsible party's failure to timely place orders therefore, government codes, permits, ordinances, laws, rules, regulations or restrictions, or any other contingency beyond its reasonable control.

17. GENERAL

(a) Any notice, request, demand, consent or other communication provided or permitted hereunder shall be in writing and given by personal delivery, or sent by registered mail, postage prepaid, or transmitted by facsimile or other form of recorded communication tested prior to transmission, addressed to the party for which it is intended at its address set out in this Agreement, in the case of WTC:

For day to day customer care, billing and Service issues, direct to:

WTC Communications
Box 580, 28 Main Street.
Westport, ON K0G 1X0
Attention: Customer Care

Fax (613) 273-2324
billing@wtcommunications.ca

For Legal Notices by personal delivery, or ordinary or registered mail, direct to:

WTC Communications
Box 580, 28 Main Street
Westport, ON K0G 1X0
Attention: General Manager

(b) The Customer may change its address for service of receipt of any such communication by giving ten (10) days prior written notice of such change to WTC in the manner prescribed above. Any notice so given, shall be deemed to have been received on the date on which it was delivered or transmitted by facsimile or other form of recorded communication.

(c) These Terms, and any service-specific Agreement, together with the subscription, order form or registration, where applicable, supersedes all oral or written arrangements made between the Customer and WTC pertaining to the matters covered by this Agreement. WTC reserves the right to revise, amend, or modify the Terms of Service (TOS), Acceptable Use Policy (AUP) and our other policies and agreements at any time and in any manner.

(d) These Terms will be governed by and construed in accordance with the laws of the province of Ontario and the laws of Canada applicable therein. The parties hereby attorn to the jurisdiction of the courts of the province of Ontario.

(e) The invalidity or unenforceability of any provision of the Customer's Agreement for Services or these Terms or any covenant herein contained shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid or unenforceable provision or covenant shall be deemed to be severable.

(f) The Service Agreement, Order Form or Subscription, including any schedules, addendums, appendices or other attachments thereto, shall enure to the benefit of, and be binding upon, the parties hereto, and their respective successors and permitted assigns.

(g) Unless otherwise requested by the Customer, these Terms, as well as all other documents relating hereto, including all notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise.

18. CUSTOMER CARE, BILLING, COLLECTION AND COMPLAINT RESOLUTION

Customers can contact a WTC Customer Care Representative by any of the following methods:

(a) By phone line: 613-547-6939 or toll free at 1 866-547-6939

(b) By facsimile at 613-273-2324

(c) By e-mail at: billing@wtccommunications.ca

(d) By mail sent to:

WTC Communications,
Box 580, 28 Main Street,
Westport, ON K0G 1X0
Attn: Customer Care

www.wtccommunications.ca

19. REVISIONS TO THIS TERMS OF SERVICE

WTC Communications reserves the right to revise, amend, or modify the TOS (Terms of Service) and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with our TOS (Terms of Service).

ADDENDUM 1 - Acceptable Use Policy

WTC Communications' AUP (Acceptable Usage Policy") is provided to give our customers and users a clear understanding of what WTC Communications expects of them while using the service. All users of WTC Communications' Internet services: including those who access any of our Services but do not have accounts, as well as those who pay a service fee to subscribe to the Services, must comply with this AUP and our TOS (Terms of Service).

Use of WTC Communications Service constitutes acceptance and agreement to WTC Communications' AUP as well as WTC Communications' TOS (Terms of Service).

WTC Communications strives to provide its customers with the highest quality Internet service available and at the same time respect the standards that have been created within the Internet community. To that end, WTC Communications believes that certain activities and conduct is inappropriate or abusive and will not be tolerated on the WTC Communications network.

WTC Communications supports the uncensored flow of information and ideas over the Internet and does not actively monitor subscriber activity under normal circumstances. Similarly, we do not exercise editorial control over the content of any web site, e-mail transmission, newsgroups, or other material created or accessible over or through the services. However, in accordance with our TOS (Terms of Service), we may remove any materials that, in our sole discretion, may be considered or thought to be illegal, may subject us to liability, or which may violate this AUP. WTC Communications will cooperate, including disclosure of information with legal authorities in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing. Your violation of this AUP may result in the suspension or immediate termination of either your WTC Communications account or other actions as detailed in this AUP WITHOUT PRIOR NOTICE.

VIOLATIONS OF WTC COMMUNICATIONS ACCEPTABLE USE POLICY

The following activities constitute violations of this AUP:

Dialup Access: WTC Communications works hard to provide our dialup users with the best possible access across traditional POTs (Plain Old Telephone Service) and ISDN (Integrated Services Digital Network) lines. To that end, users are expected to use the service in a reasonable manner including but not limited to e-mail, newsgroups, file transfers, Internet chat, online games, and browsing the World Wide Web. High volume or commercial use including but not limited running a server of any sort is strictly prohibited.

WTC Communications will periodically review connections and terminate those connections which have not been actively passing traffic for a period of time. Any attempt by the user to circumvent this policy may result in a significant upcharge on the user's bill. A dialup account is intended for use by one user, simultaneous login attempts from multiple users is not allowed.

Inappropriate Use of Software: Use of software or any device that would facilitate a continued connection on a dialup service, i.e. automated ping programs, while using WTC Communications services could result in suspension of service.

Your FREE Personal Web Page: Most residential WTC Communications access accounts include FREE personal web space. WTC Communications does not routinely monitor the contents of your personal web page(s) or the network transfer that originates from such. You are solely responsible for any information contained on your personal web page(s). However, if complaints are received regarding language, content or graphics contained on your personal web page(s), WTC Communications may, at its sole discretion, remove the personal web page(s) hosted on WTC Communications servers and revoke your access to that space.

You may not use your personal web site to publish material, which WTC Communications determines, at its sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings. NO ADULT orientated material may be stored in your personal web space or displayed on your personal web page(s).

This space is not to be used for commercial activities. Client side scripting may be used at your discretion, however,

WTC Communications' phone support will not provide in-depth support for any of the above listed services. If you feel you need additional services such as administrative control over your domain, greater scripting capabilities, and your own domain name then please consider one of our hosting packages.

Note: We want you to get the best possible use out of your FREE web space. If your traffic becomes problematic or excessive, we will ask that it be removed or that you purchase a domain hosting account to better suit your needs. As always, your site will be subject to all other provisions of this AUP and TOS.

Hosted Domain Account: You may not use your hosted domain site to publish material, which WTC Communications determines, at its sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings. NO ADULT orientated material may be stored in your hosted domain site or displayed on your hosted domain pages.

If you feel your site is of a questionable nature, please contact us before you sign up and we can discuss your intentions.

Illegal use: Use of the WTC Communications service to transmit any material (by e-mail, uploading, posting or otherwise) that, intentionally or unintentionally, violates any applicable local, provincial, federal, or international law, or any rules or regulations promulgated thereunder. Examples of such activities, includes but is not limited to, posting illegal copies of software on our news server or providing such software from your web space.

Threats: Use of the WTC Communications service to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm, encourages destruction of property or promotes senseless hatred toward other groups of people in society is not permitted. This also includes communications or transmissions of any sort to others intended for the purpose of planning unspeakable acts against society.

Harassment: Use of the WTC Communications service to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another user or member of society is not permitted.

Harm to minors: Use of the WTC Communications service to harm, or attempt to harm, minors in any way, including, but not limited to child pornography or sexual solicitation is not permitted and may result in criminal charges.

Forgery or impersonation: Adding, removing or modifying identifying network header information in any manner in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames is discouraged but does not constitute impersonation.

E-mail / News Bombing: Malicious intent to impede another person's use of electronic mail services or news media will result in the immediate termination of the offending WTC Communications account.

E-mail / Message Forging: Forging any message header, in part or whole, of any electronic transmission, originating or passing through the WTC Communications service is in violation of this AUP and may result in account termination.

Unsolicited commercial e-mail / Unsolicited bulk e-mail (SPAM): Use of the WTC Communications service to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violations of this type will result in the immediate suspension and possible termination of the offending WTC Communications account. Each report of SPAM by another user or third party will incur a fee according to the TOS. Accounts found sending virus after notification by WTC Communications will be considered SPAMMING and result in service disruption and fees outlined in [TOS](#).

Persons and or Businesses using WTC Communications' network to propagate e-mail lists are not exempt from this policy or the fees. Such e-mail lists, commonly called list servers, must present the user with a verification of their subscription prior to sending e-mail to the recipient. This verification process must also be able to provide proof of the recipient's approval to prevent account termination. WTC Communications, at its sole discretion, may terminate any account if complaints regarding the e-mail list(s) become excessive

Usenet SPAMing: WTC Communications has a zero tolerance policy for the use of its network for the posting of messages or commercial advertisements, which violate the rules, regulations, FAQ or charter of any newsgroups or mailing list. Commercial messages that are appropriate under the rules of a newsgroup or mailing list or that are solicited by the recipients are permitted.

Unauthorized access: Use of the WTC Communications service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of WTC Communications' or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending WTC Communications account is subject to immediate termination.

Infringement of Copyright, Patent, Trademark, Trade Secret, or Intellectual Property Right: Use of the WTC Communications service to transmit any material (by e-mail, uploading, posting, peer to peer or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software. In accordance with Canadian Copyright laws, all notifications regarding Copyright Infringement will be passed along to the Subscriber and assessed an Investigation Fee of \$50.00 that will be applied against the Subscribers account.

Collection of personal data: Use of the WTC Communications service to collect, or attempt to collect, personal information about third parties without their knowledge or consent is not permitted. Any user found in violation of this policy may be reported to the appropriate authorities.

Network disruptions and unfriendly activity: Use of the WTC Communications service for any activity which affects the ability of other people or systems to use WTC Communications Services or the Internet. This includes, but is not limited to, "denial of service" (DOS) and "distributed denial of service" (DDOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. It is the Subscriber's responsibility to ensure that their network is configured in a secure manner. A Subscriber may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Subscriber may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner. Unauthorized entry and/or use of another company and/or individual's computer system will result in immediate account suspension or termination. WTC Communications will not tolerate any subscriber attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data. Ignorance of such activity originating from a Subscriber's equipment is no excuse and service will be suspended until such time that the offense is rectified.

Network Security: It is the responsibility of the individual to ensure the security of their connected computers or devices. This includes but is not limited to virus protection, firewalls, correct configuration of services, etc.

WTC Communications reserves the right to periodically scan its IP address base for security reasons. Any security violation will result in a notification to the customers kingston.net address and access to the un-secured service will be disabled until the individual notifies WTC Communications that the problem has been rectified.

Repeat violations will result in fees levied according to the TOS. Violations of this type may result in the immediate suspension and possible termination of the offending WTC Communications account.

Fraud: Involves a knowingly misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it.

Fraudulent activity: Use of WTC Communications service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes," and "chain letters."

Distribution of Viruses or Hostile software: Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Such an offense will result in the immediate termination of the offending account.

Reselling the services: Reselling of WTC Communications service without our express written authorization is prohibited.

Third Party Accountability: WTC Communications subscribers will be held responsible and accountable for any activity by third parties, using their account, that violates guidelines created within the Acceptable Use Policy. This includes but is not limited to DSL and other dedicated customers who are running servers connected through WTC Communications access. Applicable fines may apply.

Mail Box usage: As the primary account holder, you are responsible for all account activity. All provisions of the Acceptable Use Policy apply to your use of all e-mail boxes. Misuse of Extra E-mail Boxes services may result in termination of your account. If a secondary mailbox is involved in a violation of the Acceptable Use Policy, your account, including all secondary mailboxes may be terminated. A terminated account will result in lost e-mail and Internet access for all users of your account. Therefore, it is important that you make sure everyone you will allow to use your account or a secondary mailbox understands all terms of this Acceptable Use Policy and the consequences of violations.

Security: You are responsible for any misuse of your account, even if the inappropriate activity was committed by a friend, family member, guest or employee. You must adopt adequate security measures to prevent or minimize unauthorized use of your account by taking steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server.

Password Privacy and Protection: Your password provides access to your account. It is your responsibility to keep your password secure. Sharing your password and account access with unauthorized users is prohibited. You should take care to prevent others from using your account since you will be held responsible for such use. User accounts will be terminated immediately if WTC Communications feels your password has been compromised.

Network and Personal Security: Users who violate systems or network security may incur criminal and/or civil liability. WTC Communications will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service. You may not attempt to circumvent user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.

Network Performance: WTC Communications accounts operate on shared resources. Excessive use or abuse of these shared network resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner which impairs network performance is prohibited by this policy and may result in termination of your account.

a) You are prohibited from excessive consumption of resources, including Central Processing Unit (CPU) time, memory, disk space and session time. You may not use resource-intensive programs, which negatively impact other customers or the performances of WTC Communications systems or networks. WTC Communications reserves the right to terminate or limit such activities. This includes, but is not limited to, unattended processes running on our web server.

b) You may not establish more than one connection to our network from your account at any one time, unless your account is permitted to do so.

c) You may not provide network services from your account (for example, you may not use your account to operate an ftp, mail or a web server), unless your account type specifically provides for it. Currently DSL with static IP addresses and Dedicated accounts have the ability to provide these services. Subscribers with Wireless Internet accounts are not permitted to run servers from their connection. Any account(s) found in violation will incur an investigation fee as per the ToS

d) Each customer account will be provided 20 MB (Megabytes) of total disk storage for e-mail boxes. Messages left on WTC Communications' mail servers for more than thirty days (30 days) are subject to immediate deletion read or unread. Total mailbox storage is limited to 20MB per account without regard to the age of the messages in any of the mailboxes. Once the 20MB limit is exceeded, any incoming messages will be returned to the sender until the subscriber reduces mailbox size by removing mail from the server. Additional capacity may be purchased in some of the packages, please contact sales@wtccommunications.ca.

e) You may not employ automated electronic or mechanical processes designed to defeat network inactivity time-outs. Such tools include, but are not limited to, use of an auto-dialer and repetitive pinging of a host.

Internet Relay Chat: Although WTC Communications does not offer technical support for Internet Relay Chat (IRC), you may use your account to connect to IRC; servers and networks maintained by WTC Communications or third

parties. Please remember that you are a guest when you make use of these facilities. It is particularly important that you do not engage in activities which might interfere with other customers' access to IRC.

- a) You may not use IRC scripts or programs that interfere with or deny service to other users on any other server, host, network or channel.
- b) You may not engage in activities which harass other users. This includes, but is not limited to, "flooding" (rapidly entering text with the intent to disrupt service), "flashing" (disrupting terminal emulation), "takeovers" (improper seizure and abuse of operator privileges), attempting to send private messages to those who do not wish to receive them, attempting to return to a channel after being banned from it, and other disruptive behaviors.
- c) You may not attempt to impersonate other users. The use of nicknames does not constitute impersonation.
- d) You may not run "clones" (multiple simultaneous IRC connections).
- e) You may not attempt to run IRC bots on our servers at any time.

Applications Expressly Banned on WTC

Communications Servers: The following applications and any of their derivatives are banned from our servers:

- Eggdrop
- Bitchx
- ircd
- linsniff

The servers are monitored for the presence of these applications and their existence on the filesystem. Any user found in possession of these programs will be warned once, further infractions will be viewed as a disregard for the AUP and service will be terminated. Attempts to store or run these programs under different names will result in the same actions being taken against the user.

REPORTING VIOLATIONS OF WTC COMMUNICATIONS' AUP

WTC Communications requests that anyone who believes that there is a violation of this AUP direct the information to the Abuse Department at abuse@wtccommunications.ca.

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation

Failure to provide sufficient information, as deemed by WTC Communications, will result in a dismissal of the complaint. WTC Communications regards reports of abuse with the utmost seriousness and require legitimate information as to avoid falsely accusing users. False accusations will result in reports filed against the reporting party to the appropriate contacts. In such cases, WTC may take the following action:

- Issue written or verbal warnings
- Suspend the Subscriber's newsgroups posting privileges
- Suspend the Subscriber's account
- Terminate the Subscriber's account
- Bill the Member for administrative costs and/or reactivation charges
- Bring legal action to enjoin violations and/or to collect damages, if any, cause by violations

REVISIONS TO THIS ACCEPTABLE USE POLICY

WTC Communications reserves the right to revise, amend, or modify this AUP, our TOS (Terms of Service) and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with our TOS (Terms of Service).