

Imperial Telecom Hosted PBX Service Terms of Service

Master Service Agreement Number:

These Terms of Service (“TERMS”) are made and entered into between The Imperial Group Limited, and/or its subsidiaries located at PO Box 573, St. Davids, Ontario, L0S 1P0, hereinafter referred to as (“TIG”) and you, the Customer hereinafter referred to as (“CUSTOMER” or “BUYER” or “SUBSCRIBER” or “YOU” or “YOUR”). Customer and TIG are collectively referred to in this Agreement as the “PARTIES.” The above Master Service Agreement Number is linked to these Terms and provides the details on the Services and Products that these Terms apply to.

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Service Description:** Imperial Telecom Hosted PBX Service, hereinafter referred to as (“Hosted PBX Service” or the “Service”) allows CUSTOMER to use a hosted instance of 3CX IP PBX. The nature of Cloud Hosted IP PBX Systems, while appearing similar to traditional telephone systems, create unique limitations and circumstances, and CUSTOMER acknowledges and agrees that differences exist between traditional telephone systems and cloud hosted telephone systems, including the lack of traditional 911 emergency services.
2. **Not a Telephone Service.** CUSTOMER acknowledges and understand that Hosted PBX Service is not a telephone service, and without the subscription and configuration of a telephone dial tone service Hosted PBX Service cannot commutate with the Public Switched Telephone Network. There are IMPORTANT DIFFERENCES between telephone service and the Hosted PBX Service as set out in these TERMS.
3. **911 Limitations.** For 911 to function properly CUSTOMER must subscribe to a valid, 911 enabled telephone dial tone service, failure to do so will result in CUSTOMER not being able to make 911 emergency calls from CUSTOMERS Hosted PBX Services.
4. **911 Outside of Canada.** If CUSTOMER has a compatible telephone dial tone service configured in their Hosted PBX Service, CUSTOMER acknowledges that 911 calls made from locations outside of Canada cannot be completed by the 911 operator. The caller will be told to use an alternate service to dial 911.
5. **911 Correctness of information.** If CUSTOMER has a compatible telephone dial tone service configured in their Hosted PBX Service, CUSTOMER is responsible for providing, maintaining, and updating correct contact information (including name, address and telephone number) to CUSTOMERS telephone dial tone service provider.
6. **911 Disconnections.** If CUSTOMER has a compatible telephone dial tone service configured in their Hosted PBX Service, CUSTOMER must not disconnect the 911 emergency call until told to do so by the dispatcher, as the dispatcher may not have CUSTOMER contact number or contact information. If you are inadvertently disconnected, you must call back immediately.
7. **911 Connection time.** If CUSTOMER has a compatible telephone dial tone service configured in their Hosted PBX Service, CUSTOMER acknowledges that for technical reasons, including network congestion, it is possible that a 911 emergency call will produce a busy signal or will take longer to connect when compared with traditional 911 calls.
8. **911 calls may not function.** If CUSTOMER has a compatible telephone dial tone service configured in their Hosted PBX Service, CUSTOMER acknowledges that for technical reasons, the functionality of 911 emergency calls may cease or be curtailed in various circumstances, including but not limited to:
 - a. Failure of CUSTOMER Internet service or CUSTOMER provided equipment devices.

- b. Misconfigured Hosted PBX.
 - c. Misconfigured VoIP Endpoint.
 - d. Misconfigured Telephone Dial Tone Service.
 - e. Hosted PBX outage, suspension or disconnection of CUSTOMER Hosted PBX.
 - f. CUSTOMER Network or Internet congestion
 - g. CUSTOMER OR TIG Internet outage.
 - h. In the event of a power loss at CUSTOMER premises or TIG Data Centre.
9. **911 Alternate services.** If CUSTOMER has a compatible telephone dial tone service configured in their Hosted PBX Service, CUSTOMER and CUSTOMER is not comfortable with the limitations of 911 emergency calls, TIG recommends that CUSTOMER consider an alternate means for accessing traditional 911 emergency services.
10. **911 CUSTOMER Responsibilities.** If CUSTOMER has a compatible telephone dial tone service configured in their Hosted PBX Service, CUSTOMER agrees to a) ensure CUSTOMER contact and address information on file with telephone dial tone service provider is always accurate and kept up to date; b) to notify any user or potential users of CUSTOMER Hosted PBX Service of the nature and limitations of 911 emergency calls on the Hosted PBX Service as described herein; and, c) to display the current address and telephone number in a manner that will enable any user or potential users of your Hosted PBX Service to communicate the information during a 911 call.
11. **911 LIABILITY & INDEMNIFICATION.** CUSTOMER ACKNOWLEDGES AND AGREES THAT TIG, ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS AND UNDERLYING CARRIERS, WILL NOT BE LIABLE FOR ANY INJURY, DEATH OR DAMAGE TO PERSONS OR PROPERTY, ARISING DIRECTLY OR INDIRECTLY OUT OF, OR RELATING TO THE HOSTED PBX SERVICE AND CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS TIG (AND TIG'S RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND UNDERLYING CARRIERS) FOR ANY LIABILITIES, CLAIMS, DAMAGES, LOSSES AND EXPENSES, (INCLUDING REASONABLE LEGAL FEES AND EXPENSES) WHICH CUSTOMER MAY SUFFER OR INCUR, ARISING DIRECTLY OR INDIRECTLY OUT OF OR RELATING TO HOSTED PBX SERVICE.
12. **Hosted PBX Service Outages.** CUSTOMER acknowledges and understands that during Internet or dedicated connection service outages for any reason whatsoever, CUSTOMER's Hosted PBX Service INCLUDING 911 SERVICE IF A COMPATIBLE TELEPHONE DIAL TONE SERVICE IS SUBSCRIBED TO AND CONFIGURED, will not work.
13. **Loss of Service Due to Power Failure.** CUSTOMER acknowledges and understands that in the event of a power failure, HOSTED PBX SERVICE, INCLUDING 911 SERVICE IF A COMPATIBLE TELEPHONE DIAL TONE SERVICE IS SUBSCRIBED TO AND CONFIGURED, will not function until power is restored. A power failure or disruption may require CUSTOMER to re-set or reconfigure equipment prior to using the Hosted PBX Service again.
14. **Service Outage Due to Suspension of CUSTOMER Account.** CUSTOMER acknowledges and understands that service outages due to suspension of CUSTOMER account as a result of billing issues will prevent Hosted PBX Service, INCLUDING 911 SERVICE IF A COMPATIBLE TELEPHONE DIAL TONE SERVICE IS SUBSCRIBED TO AND CONFIGURED, from functioning.
15. **Caller Line ID.** CUSTOMER Caller Line ID must be a name and number that CUSTOMER is authorized to use and in accordance with CRTC regulations. By changing the Caller Line ID CUSTOMER understands and acknowledges these regulations.
16. **Credentials.** CUSTOMER is responsible for the safekeeping of their Login and Password information. If this information is lost or given to any other party in any way, CUSTOMER understands that this will be CUSTOMERS

sole responsibility.

17. **Term.** The Term for any Hosted PBX Service ordered shall be consistent with the Term specified in the Master Service Agreement listed above and located in Appendix A of the applicable Master Service Agreement.
18. **Renewal.** The Renewal Term for any Hosted PBX Service ordered shall be consistent with the Term specified in the Master Service Agreement listed above and located in Appendix A of the applicable Master Service Agreement.
19. **Fees.** CUSTOMER agrees to pay to TIG the fees and other charges described relating to the Hosted PBX Service set forth in the Master Service Agreement in accordance with the Master Service Agreement and the Terms and Conditions of Sale.
20. **Price Protection.** Except as expressly set forth in the Master Service Agreement, the standard prices for the Hosted PBX Service will be firm throughout the initial Term excluding any one (1) time promotions or purchase incentives.
21. **Billing Procedures.** At the beginning of each month TIG will provide to CUSTOMER an invoice for all fees relating to the Hosted PBX Service for the applicable billing period, and any overage fees from the previous billing period and CUSTOMER shall pay all such amounts based upon their account terms with TIG. CUSTOMER agrees that there are other billing procedures listed in the TIG Agreement of Sale and the Master Service Agreement and that they are included in these Terms by ways of reference.
22. **Early Termination & Other Fees.** If CUSTOMER terminates the Hosted PBX Service prior to the expiry of the Term, CUSTOMER shall pay to TIG in one lump sum a cancellation/termination fee of 50% of the Monthly Rate times the number of months remaining in the Term. This section supersedes the Early Termination clauses in the Master Service Agreement, excluding those related to the charges that may arise from Third-Party Suppliers.
23. **Automatic Outbound Dialers.** TIG strictly forbids the use of any automatic outbound dialers of any kind on the Hosted PBX Service platform. Use of an Automatic Outbound Dialer may result in the immediate suspension of CUSTOMER Hosted PBX Service without notice. TIG reserves the right to charge full cancellation fees for the remaining Term of CUSTOMER Hosted PBX Service agreement.
24. **Copyrighted Content.** Use of any audio or video content on the Hosted PBX Service that CUSTOMER is not authorized to use is strictly forbidden. CUSTOMER acknowledges and agrees to this by uploading any audio or video content and CUSTOMER is responsible for any fees associated in obtaining and using any copyright material.
25. **No Proprietary Rights.** In subscribing to the Hosted PBX Service, CUSTOMER obtains no proprietary right or interest in, any particular facility, service, equipment, telephone number or code associated with the Hosted PBX Service, except as mandated by the CRTC in respect to telephone number porting where available.
26. **Lawful Purposes.** CUSTOMER agrees that CUSTOMER will use the Hosted PBX Service only for lawful purposes in accordance with the terms set out in the Master Service Agreement.
27. **Limited Liability for Hosted PBX Service:** CUSTOMER agrees that the limits on liability are defined in the Master Service Agreement. CUSTOMER further agrees that other limits on liability listed in the TIG Agreement of Sale and are included in these TERMS by ways of reference. The provisions of this section shall survive termination of these Terms of Service and any other Agreements published by TIG.

28. **CUSTOMER Liability.** CUSTOMER acknowledges and agrees that CUSTOMER shall be liable for any and all use of the Hosted PBX Service associated with CUSTOMER's account, and CUSTOMER remains solely responsible for all use of the Hosted PBX Service ordered or billed to CUSTOMER's Account, including any unauthorized use, and for determining who is authorized to use the Hosted PBX Service, and for promptly notifying TIG of any unauthorized use. CUSTOMER agrees that other CUSTOMER liabilities listed in the TIG Agreement of Sale, and the Master Service Agreement and are included in these TERMS by ways of reference.
29. **Disclaimer of Warranty.** TIG makes no warranties, expressed or implied including or but not limited to merchantability or fitness for a particular purpose, regarding the Hosted PBX Service. CUSTOMER agrees that are other disclaimers of warranty listed in the TIG Agreement of Sale and the Master Service Agreement and that they are included in these TERMS by ways of reference.
30. **Changes to the Terms of Service.** These TERMS are subject to change without announcement, all changes to the Terms of Service will be emailed to the CUSTOMER's main email address on file and will be posted to the TIG website and the Imperial Telecom website.
31. **Language Clause.** The PARTIES hereto have requested that these TERMS and all correspondence and all documentation relating to this Agreement, be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.
32. **Governing Law.** These TERMS shall be governed by the laws of the Province of Ontario. CUSTOMER may not assign or transfer these TERMS in whole or in part, without the prior written consent of TIG.
33. **Relationship.** TIG and CUSTOMER are independent entities. Nothing in these TERMS shall be construed to constitute CUSTOMER an agent, employee, partner, independent contractor, joint venturer, or any other similar entity.
34. **Severability.** In the event that any term or provision of these TERMS is held by a court of competent jurisdiction to be illegal, unenforceable, or invalid in whole or in part for any reason, the remaining provisions of these TERMS shall remain in full force and effect.
35. **Electronic Records.** CUSTOMER consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting TIG. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.
36. **Assignment.** TIG may assign or subcontract all or any portion of its rights or obligations with respect to these TERMS and/or assign the right to receive payments without CUSTOMER consent. CUSTOMER may not assign these TERMS or any of their rights or obligations without the prior written consent of TIG.
37. **Interpretation.** The format, words, and phrases used herein shall have the meanings generally understood thereby in the Computer/Software/Internet Industries. These TERMS shall be construed according to its plain meaning. In the event any ambiguity shall be found herein, TIG will be the final authority as to the interpretation of these TERMS.

- 38. **Disclosure to Law Enforcement.** TIG may disclose any CUSTOMER information to law enforcement agencies without further consent or notification to the CUSTOMER upon lawful request from such agencies. TIG will cooperate fully with law enforcement agencies at all times.

- 39. **No Implied Endorsements.** In no event shall any reference to any third party or third party product or service be construed as an approval or endorsement by TIG of that third party or of any product or service provided by a third party.

By signing below, I acknowledge that I am duly authorized to accept these TERMS on behalf of CUSTOMER and that I am duly authorised to bind CUSTOMER to the pricing information located in the Master Service Agreement.

Authorized Signature

Authorized Name

Title

Date

