

Imperial Telecom SIP Trunking Service Terms of Service

Master Service Agreement Number: 2021-85886945

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 SIP Trunking Service, hereinafter referred to as (“SIP Trunking Service” or the “Service”) allows CUSTOMER to make or receive telephone calls over the Internet to or from the public switched telephone network. The nature of SIP Trunking Service telephone calls, while appearing similar to traditional telephone calling services, create unique limitations and circumstances, and CUSTOMER acknowledges and agrees that differences exist between traditional telephone service and SIP Trunking Service VoIP telephone services, including the lack of traditional 911 emergency services.
2. **Primary Use 911 Requirement.** If CUSTOMER is using the SIP Trunking Service as CUSTOMER’s primary residential or business telephone dial tone service CUSTOMER must activate A911 Emergency Services on at least one of their DIDs.
3. **911 Activation.** For 911 to function properly CUSTOMER must subscribe and activate the 911 service, failure to do so will result in CUSTOMER not being able to make 911 emergency calls from the SIP Trunking Service. To activate or subscribe to the 911 service CUSTOMER must call into TIG and request the service activated.
4. **911 Alternate services.** If CUSTOMER has an activated 911 profile attached to the SIP Trunking Service, 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.
5. **SIP Trunking Service Outages.** CUSTOMER acknowledges and understands that during Internet or dedicated connection service outages for any reason whatsoever, CUSTOMER’s SIP Trunking Service INCLUDING 911 SERVICE IF CONFIGURED AND ACTIVATED, will not work.
6. **Loss of Service Due to Power Failure.** CUSTOMER acknowledges and understands that in the event of a power failure, SIP Trunking Service, INCLUDING 911 SERVICE IF CONFIGURED AND ACTIVATED, 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 SIP Trunking Service again.

7. **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 SIP Trunking Service, INCLUDING 911 SERVICE IF CONFIGURED AND ACTIVATED, from functioning.
8. **Disclaimer of Call Quality.** TIG does not claim that the SIP Trunking Service is “standard line quality”, and the CUSTOMER understands that the SIP Trunking Service quality is “as is”, and could vary depending on the location of CUSTOMER and the destination of each call.
9. **Disclaimer of Call Privacy.** CUSTOMER acknowledges and understands that TIG does not guarantee any privacy on the communications through the SIP Trunking Service.
10. **Flat Rate Plans.** CUSTOMER acknowledges and understands that although SIP Trunking Service plans may be referred to as "Unlimited Usage" the following conditions apply:
 - a. Calls included in unlimited calling plans have a maximum call duration of four (4) hours per call, after which time the call will be disconnected.
 - b. SIP Trunking Service unlimited calling plans are subject at all times to a limit of 5000 minutes in aggregate during each monthly billing cycle for outgoing calls. This includes local and long-distance calls anywhere in Canada and the US.
11. **Origination from Payphones.** Originating from payphones to the SIP Trunking Service is not guaranteed.
12. **Release of Numbers.** CUSTOMER acknowledges that in the event of any account termination or cancellation, all telephone numbers or DID's associated with CUSTOMER account are released and may not be available to you upon reactivation. Similarly, the cancellation of individual services which have associated telephone numbers will result in the release of such numbers. CUSTOMER acknowledges that it is your responsibility to work with a third party provider to port out those numbers prior to termination or cancellation of the account or termination of services.
13. **Call Time Rounding.** All calls routed to the following markets will be rated based on durations measured by the following billing increments: United States and Canada: 6 seconds increment, starting at a minimum of 6 seconds. Mexico: 60 seconds increment starting at a minimum of 60 seconds. Rest of the world: 6 seconds increment starting at a minimum of 6 seconds.
14. **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.
15. **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.

16. **Term.** The Term for any SIP Trunking 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.
17. **Renewal.** The Renewal Term for any SIP Trunking 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. **Fees.** CUSTOMER agrees to pay to TIG the fees and other charges described relating to the SIP Trunking Service set forth in the Master Service Agreement in accordance with the Master Service Agreement and the Terms and Conditions of Sale.
19. **Price Protection.** Except as expressly set forth in the Master Service Agreement, the standard prices for the SIP Trunking Service will be firm throughout the initial Term excluding any one (1) time promotions or purchase incentives.
20. **Billing Procedures.** At the beginning of each month TIG will provide to CUSTOMER an invoice for all fees relating to the SIP Trunking 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.
21. **Early Termination & Other Fees.** If CUSTOMER terminates the SIP Trunking 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.
22. **Automatic Outbound Dialers.** TIG strictly forbids the use of any automatic outbound dialers of any kind on the SIP Trunking Service platform. Use of an Automatic Outbound Dialer may result in the immediate suspension of CUSTOMER SIP Trunking Service without notice. TIG reserves the right to charge full cancellation fees for the remaining Term of CUSTOMER SIP Trunking Service agreement.
23. **Copyrighted Content.** Use of any audio or video content on the SIP Trunking 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.
24. **No Proprietary Rights.** In subscribing to the SIP Trunking Service, CUSTOMER obtains no proprietary right or interest in, any particular facility, service, equipment, telephone number or code associated with the SIP Trunking Service, except as mandated by the CRTC in respect to

telephone number porting where available.

25. **Lawful Purposes.** CUSTOMER agrees that CUSTOMER will use the SIP Trunking Service only for lawful purposes in accordance with the terms set out in the Master Service Agreement.
26. **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.
27. **CUSTOMER Liability.** CUSTOMER acknowledges and agrees that CUSTOMER shall be liable for any and all use of the SIP Trunking Service associated with CUSTOMER's account, and CUSTOMER remains solely responsible for all use of the SIP Trunking Service ordered or billed to CUSTOMER's Account, including any unauthorized use, and for determining who is authorized to use the SIP Trunking 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.
28. **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 SIP Trunking 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.
29. **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.
30. **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.
31. **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.
32. **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.
33. **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.

34. **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.
35. **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.
36. **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.
37. **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.
38. **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