



Types of Services

The Terms contained herein apply to all the Services which the Subscriber may subscribe from IXICA, including, for: (i) fixed fee, bundled minutes and unlimited long distance calling plans for residential/home purposes in those destinations designated by IXICA from time to time from a designated telephone number (collectively, the "Unlimited Programs" or individually an "Unlimited Program"); (ii) pay for use regular long distance calling plans to countries designated by IXICA from time to time other than those countries which the Subscriber has already subscribed for as part of the Unlimited Programs (the "Standard Program "); (iii) Internet Voice Over IP local phone service (Home Phone). The Subscriber may use the Services provided by IXICA for long distance calling or local calling provided that the Subscriber does so in compliance with all applicable laws and the terms herein. The Subscriber acknowledges that he/she is the person authorized to subscribe for the Services. The Services may only be used by the Subscriber and all persons having the Subscriber's permission to use the Services. The Subscriber may only use the Services for voice telephone calls to landlines as the Services cannot be used for Internet connections, faxing or other data transmission without express written consent from IXICA. IXICA services may include calling for a set annual fee to specific destinations. Calls to other destinations will be billed monthly at rates determined by IXICA from time-to-time and available on our website.

Charges, Billing and Payment

The Subscriber is responsible for paying all charges, plus all applicable taxes thereon, for the Services subscribed from IXICA, including for all calls: (i) made via the Subscriber's telephones or telecommunications systems; (ii) made using any

number or authorization access code assigned to the Subscriber; and (iii) which are charged to the Subscriber's account. The Subscriber is responsible for the security of the Subscriber's authorization codes, and access to the Subscriber's telephones and telecommunications systems. NSF and all refused payments shall incur a \$25 administrative fee per occurrence. Credit card charge-backs will incur a \$45 administration fee. IXICA reserves the right to charge a \$45 administration fee for all accounts remitted to collection. Once the account is placed with a collection agency a 2% per month interest (24% Annum) will be applied to the overall outstanding balance until such time that the balance is cleared. Due to billing software limitations any reference to Tax 1 or T1 outside of Ontario Canada, is in fact an additional service charge and not a government tax. In Ontario Canada, T1 is Provincial sales tax. Calls to mobile phones in some overseas destinations are billed at higher rates. Rates are listed on our website. Your rates may be different based on your package. If you have received equipment or software from IXICA for the purpose of providing you IXICA Services, (Home Phone, Internet, etc) you will be billed for these devices. These are typically but not limited to modems, VoIP telephone adapters, routers, and modems etc that are reasonably required to provide you with the Services.

Charges will commence as of the Activation Date of the Service(s)

The Subscriber must pay for the charges of Services either by credit card by providing IXICA with the Subscriber's credit card number upon subscribing for the Service or by Pre-Authorized cheque payment by providing IXICA with the appropriate banking information. The Subscriber authorizes IXICA to make such charges against such credit card or bank account to satisfy all charges for the Services. IXICA will charge the Subscriber's credit card or bank account for charges for the Unlimited Program or any other package in advance commencing on the date of activation of the Services (pro rata for the remaining days in such month) and thereafter, an

amount equal to 1 month payment for all packages purchased by the Subscriber will be taken from the Subscriber's credit card during the period from the first day of the month of service until the last day of the month of service, on a monthly basis or as stipulated by IXICA. Payment for Standard Services shall be made on the first day of each month for the Standard Services used in the preceding month. IXICA at its sole discretion may elect to change billing dates. Call increments may vary depending on destination and length of call. The Subscriber must bring payment inquiries and disputes to IXICA's attention within 10 days after the charge for the Services have been paid or the Subscriber will be deemed to have accepted such charges as accurate in all respects. The Subscriber also agrees to make all payments by pre-authorized credit card payment with the card number given to IXICA during the activation process unless the Subscriber has enrolled for billing services in which case payment is due upon receipt of invoice. All security deposits will be used to pay the oldest outstanding charges. Quebec residents shall be entitled to interest at the Bank of Canada discount rate for any unused amounts returned.

Credit and Security Deposits

IXICA reserves the right to examine the Subscriber's credit record before activating the Services. Should IXICA at any time consider a prepaid credit deposit to be insufficient, a further credit deposit may be required before it provides, continues, or reinstates the Services to the Subscriber. IXICA will determine, at its discretion, how the Subscriber's deposit or other security will be allocated to satisfy outstanding amounts owed by the Subscriber to IXICA. By subscribing to the Services, the Subscriber authorizes IXICA to investigate the Subscriber's credit worthiness, exchange credit information with credit reporting agencies on an ongoing basis and agrees from time to time, to provide appropriate authorizations and financial information as IXICA may reasonably request for this purpose. All deposits or other prepayments made by the Subscriber in connection with the Services will earn no interest.

Contract Term and MSF Rate Guarantee

IXICA services are sold on the following basis and will be subject to the Early Cancellation Fee (ECF) detailed in section 2.09.

(a) Home Phone Term Contracts: ECF will apply on all contracts (1-year, 2 year, and 3-year etc). The contract term length can be identified by the subscriber on the invoice for services with a 1YR, 2YR, or 3YR designation. The Term of the contract shall also serve as a rate guarantee to the Subscriber whereby the Monthly Service Fee (MSF) cannot be increased by IXICA for the entire term. Customer may change plans throughout the term but may be required to pay a fee to compensate for promotions received by the Customer who would have otherwise not received them.

(b) Home Phone No Contract: The Subscriber may cancel service without ECF. IXICA may increase rates at any time by providing the Subscriber with 30 days notification.

(c) Home Phone Pre-paid: This service is sold as a bundle that includes service for a specific period of time (Eg. \$150 paid in advance, for 12 months of local phone service). Unless specifically advised by the Subscriber prior to the anniversary date, on each activation anniversary, Home Phone Pre-Paid is automatically renewed and the Subscriber will be charged once again. Except as specifically prohibited by law, there are no refunds for any unused months for pre-paid service.

(d) Long Distance Service Contracts: Term contracts are subject to ECF.

IXICA's Right to Refuse to Provide Services

(a) The Subscriber owes amounts to IXICA that are past due and any security deposits are insufficient to satisfy outstanding balances;

(b) The Subscriber does not provide a security

deposit or satisfy alternate security measures when requested by IXICA;

(c) IXICA has terminated the Services to the Subscriber in the past; and

(d) IXICA does not provide the requested Services to the country(s) desired by the Subscriber.

Services Interruption

(a) IXICA may interrupt the Services to the Subscriber at any time for any duration of time, without any notice or liability, in order to install, inspect, repair, replace or to perform necessary maintenance on the telecommunications equipment, facilities or network, or for other technical reasons as may be required.

(b) You may find the need to contact our Customer Service department. You agree to accept all costs associated with contacting our representatives. We do not accept collect calls. IXICA service is provided to the Subscriber on a best-efforts basis. The Subscriber acknowledges that Home Phone VoIP service requires high-speed Internet connectivity. Poor or lack of Internet connectivity, power failure, VoIP blocking, computer viruses and the like (Connectivity Issues) will cause service interruption and or failure of the service to function. It is the responsibility of the Subscriber to remedy these Connectivity Issues.

(c) IXICA is not liable for:

(i) any disruption or unavailability of the Services;

(ii) any act or omission of any third party (including any other local telephone company, any connecting carrier or underlying carrier or other provider of connections, facilities, or Services);

(iii) the Subscriber's conduct, acts or omissions, or the operation or failure of the Subscriber's equipment or facilities;(iv) any event beyond the reasonable control of IXICA including acts of God, inclement weather including lightning,

labour disputes, riots or civil disputes, war or armed conflict, any law, governmental order, decision or regulation, or order of any court of competent jurisdiction; and (v) its failure, for any reason, to activate the Services on the activation date Subscriber requested (vi) any charges by third parties including other telephone companies or wireless carriers for services they may have rendered in lieu of IXICA service.

The Subscriber agrees to indemnify and hold harmless IXICA against all claims, including fees and expenses of counsel, resulting from the Subscriber's use (or the use by others with the Subscriber's explicit or implicit consent) of the Services, the Subscriber's codes, facilities or equipment, which cause direct or indirect damage or harm to another party or to the property of another.

Suspension or Termination of Services by IXICA

(a) Without incurring any liability whatsoever, IXICA may suspend or terminate any or all of the Services for any reason whatsoever, including, without limitation, where the Subscriber:

(i) fails to pay an account that is past due, or Subscriber provides payment by cheque or credit card which is not honoured by Subscriber's bank and any security deposits are insufficient to satisfy outstanding balances

(ii) fails to provide interim payments when requested by IXICA;

(iii) fails to provide or maintain a reasonable deposit or alternate security when requested to do so by IXICA;

(iv) fails to meet IXICA's credit requirements, or becomes bankrupt or otherwise insolvent;

(v) fails to comply with the terms of a deferred payment or credit agreement with IXICA;

(vi) violates any provision of these Terms;

(vii) uses or permits others to use the Services for a purpose or in a manner that is contrary to law; or for the purpose of making harassing, threatening, abusive, annoying or offensive calls;

(viii) charges or allows others to charge any other person for the use of the Services without IXICA's prior written agreement;

(ix) harasses, threatens or otherwise acts unreasonably towards IXICA, its employees or agents, in relation to the Services;

(x) alters or otherwise interferes with IXICA's facilities or equipment, or fails to replace or modify equipment or facilities which may harm, damage, interfere or pose a danger to others, the Services, or IXICA's equipment, facilities or network; or

(xi) fails to provide payment for other accounts with IXICA, including amounts owed by the Subscriber as a guarantor for the account of another;

(xii) uses or permits others to use the Services for resell;

(xiii) abuses the network with excessive usage as may be determined by IXICA. Excessive usage shall be determined solely by IXICA pursuant to our Fair Usage Policy listed herein.

(xiv) uses or permits others to use the service for commercial or business use.

(b) A suspension or termination will not affect the Subscriber's obligation to pay any amounts owed to IXICA either during or after the suspension or termination. If termination occurs during a contract period, the Subscriber will be charged for all usage plus the contract obligations. In some jurisdictions where early termination is an option, IXICA will charge the Subscriber termination charges pursuant to 2.09 (d). Should reactivation of services be required, IXICA will levy a re-connection fee of \$25.

(c) Where the Services are canceled, either by the Subscriber or by IXICA as provided herein,

and there is an undisputed credit balance on the Subscriber's account, the Subscriber may require that it be refunded to the Subscriber and IXICA reserves the right to charge a reasonable processing fee in connection with issuing refunds.

Subscriber's Right to Terminate Services and Early Cancellation

(a) Term Contracts: Except as prohibited by law in your jurisdiction, all IXICA Contracts renew automatically upon their expiration for successive one year terms unless specifically advised otherwise by the Subscriber thirty days before automatic renewal on the activation anniversary date. The Subscriber is responsible for early cancellation fees (ECF) of their contract period. ECF shall be calculated by multiplying the number of months remaining on the contract by the monthly fees associated with the Services in the contract up to a maximum of \$200 per service. The contract start date for VoIP services shall be the date the VoIP equipment is registered on the IXICA network and billing has commenced; for long distance users the date is from the date of subscription to IXICA. In order to prevent the Contract from renewing automatically, the Subscriber must call IXICA and request cancellation at least thirty days prior to the expiration date. Third party termination requests will not be accepted.

(b) No-Contract: Subscribers enrolled in a month-to-month package shall only be liable for the charges used up to one month after their cancellation date. In addition the Subscriber will be responsible for all charges for the Standard Service incurred up to the effective cancellation date. The Subscriber must formally and personally request cancellation at least thirty days prior to the expiration date. Third party termination requests are not approved.

(c) The Subscriber acknowledges that IXICA Services are provided on a best-efforts basis and lack of service or poor quality is not grounds for contract termination. Subscriber must allow IXICA reasonable time to diagnose and correct any

problems that have been reported and documented by the customer to IXICA. If the problem cannot be corrected within thirty-days of the initial report by the Subscriber, the Subscriber may elect to terminate his contract without penalty or liability providing IXICA with written notice of his intent to cancel. Where IXICA has determined that the problem is not the fault of IXICA but rather with the Subscriber, his equipment, Internet, phone lines, connectivity and the like, then ECF shall apply.

(d) Some Subscribers may be eligible for early termination based on their jurisdiction (Eg Quebec), upon termination IXICA will charge the Subscriber all economic inducement that was provided to the Customer in return for accepting a long term agreement canceled early. IXICA Home Phone has an economic inducement of \$170; Internet \$150, and Long Distance \$25. Bundles are added together.

Telephone Number Portability

You agree throughout the term of your IXICA Services, and provide IXICA with express consent herein to transfer your phone number to;

(a) IXICA's preferred carrier partners and vendors as may be required from time-to-time without further consent by you,

(b) transfer your phone number to IXICA upon request by you,

(c) transfer your phone number from IXICA to an alternate carrier of your choosing upon request by you.

IXICA ePhone phone numbers are the property of IXICA and are not transferable at any time. They are assigned to a specific Application that you may download and use.

International Boundaries & Rate Variations

Calls to some countries may have higher rates due to international boundary and sovereignty

disputes. Examples are territories such as Kashmir India, West Bank Israel, & Gaza Israel to name a few. Rates will be determined based on the area code being dialed and not the Country label. Call IXICA if you are unsure.

Transferring your long distance to IXICA

If you are a local line customer of another phone company, you may switch to IXICA long distance services. Switching takes a few business days (Migration) after you have provided IXICA with consent. During the migration, you will continue to receive charges from your current long distance provider until the migration is complete and services have been successfully switched to IXICA. IXICA shall not be held liable for any long distance charges incurred by you before the migration is complete.

Changes, and Modifications of the Services

Without incurring liability, IXICA may at any time and without notice to the Subscriber change, modify or terminate the Services, in whole or in part (including the rates or charges). In the event of any such change or modification, the Subscriber may terminate without liability within 30 days of such change after which it is deemed that Subscriber accepted the change and will be responsible for paying all charges incurred for the use of the Services despite the change or modification, both before and after the date thereof.

For plans that include free calling to a specific country or groups of countries; IXICA may at any time remove certain countries from the calling plan as may be required from time-to-time due to; economic conditions, regulatory, international turmoil, call termination issues, or an increase in the international call termination rates associated to a destination. If the calling plan includes only one country or service that is being removed by IXICA, customer may terminate the agreement without further liability. If the calling plan includes several countries or services, the Customer shall remain obligated to the Contract.

Subscriber Confidentiality and Privacy

Before you begin to use our services, you will be asked to register to become a member. To complete the registration, you will need to give us some information about yourself including but not limited to your name, Email address, zip code, postal code, age, and occupation. IXICA is collecting this information and we retain ownership of it.

Use of Information

Unless prohibited by law in your jurisdiction, IXICA believes that knowing more about you will enable us to serve you better. It allows us to communicate with you about your service, news and promotions and to personalize the content and services we offer you. Information that you provide to IXICA is kept confidential. Your information is for the use of IXICA and its subsidiaries. It is not shared with any other third party.

Rate Changes

IXICA reserves the unilateral right to change, modify, increase, decrease, or add surcharges, connection fees as may be required from time to time.

Promotions

IXICA may at its sole discretion promote IXICA services from time to time through a variety of media channels. This may include free services for a specific period of time (promotional period). After the promotional period the Subscriber will be billed for services automatically. The Subscriber must call IXICA Subscriber Service before the promotional period has elapsed and request to cancel future service. All cancellations must be verbal to Customer Service. With respect to free trial periods for customers on a contract term the free period is deemed a bonus

period and added to the contract term. For clarity, Customers who sign up to a 1 year term and are rewarded with 3 Free Bonus Months; the free months are added on top of the 12 month term for a total of 15 months. Therefore 3 months are free and 12 months are billable.

Equipment Returns

Some IXICA services like Home Phone require equipment to be shipped (Telephone Adapter) from IXICA to the Subscriber for use with the service. The following terms apply to Equipment Returns where applicable:

(a) All equipment that must be returned to IXICA for any reason must be at the Subscribers' expense. IXICA will not accept collect packages or pay to have packages picked up. All returned equipment must be returned to IXICA in perfect resalable condition in its original packaging. Equipment returned in less than perfect condition, will be charged for refurbishing.

(b) Replacement: If the equipment is deemed defective by IXICA, and new equipment is shipped to the Subscriber, the Subscriber is responsible at his own expense for the safe return of the defective unit to IXICA in good physical condition at the address indicated by IXICA representatives. All returned equipment must be accompanied with a note inside the packaging with the RA number (Return Authorization). Equipment without an RA will not be processed by IXICA.

(c) Cancellation: Upon cancellation of IXICA services, the Subscriber is responsible at his own expense for the safe return of the equipment to IXICA in re-sellable condition at the address indicated by IXICA representatives. All returned equipment must be accompanied with a note inside the packaging with the RA number (Return Authorization). If applicable, IXICA will issue the refund within six weeks from the equipment return date (Date in which the equipment arrived at the IXICA warehouse and a proof of delivery by signature can be established). Equipment without an RA will not be processed by IXICA.

(d) Fees: During a Promotional Trial period where equipment is required by the customer and IXICA has provided such equipment to be used with the service at no cost (Trial Equipment); Customer must return the Trial Equipment with an RA within 30 days after the expiration of the Promotional Period. After the Trial Period the customer is deemed to have accepted the Trial Equipment, and contract obligations; equipment returns will not be accepted by IXICA. Early cancellation or default of the contract by the Customer will result in ECF as listed herein. IXICA reserves the unilateral right to issue partial refunds when equipment is missing minor items such as cables, power supplies, manuals, packaging etc.

Equipment Warranty

Unless an Extended Warranty is purchased, all equipment that you receive from IXICA carries a one (1) year manufacturer's warranty. Extended Warranty coverage commences 30 days after purchase of the warranty.

Telephone numbers

If you were assigned a telephone number from IXICA, this number may at IXICA sole and absolute discretion and subject to applicable law be assigned to another Subscriber. Transferring phone numbers to IXICA (LNP) is possible only in IXICA serving territory. If you decide to transfer your existing phone number to IXICA from another telephone provider it is possible that your service will be interrupted in certain circumstances while the transfer is in process.

No Directory Listing

IXICA does not automatically provide directory listings. Directory listings may be available in select serving areas and by request only.

Resolutions

The IXICA customer service department is here to assist you and managers are on duty for escalations if you feel that your concerns have not been handled to your satisfaction. We also endeavor to record and archive phone calls for quality and training and in the event that you request a copy of any verbal agreements. Upon written request, we can provide you archived call recordings for dispute resolution. However in the event the dispute resolution is in IXICA's favor, a \$25 fee per recording will apply.

Account Investigations

Whenever it is necessary for IXICA to retrieve information or documents, or to have others retrieve information or documents, relating to your account (including such things as call recordings and call logs) as a result of a complaint or request that is initiated directly or indirectly by you or on your behalf, IXICA may charge you a fee of \$175, which IXICA may choose to waive depending on the information or documents retrieved.

PIC Long Distance Phone Charges When You Switch Local Phone Companies

If IXICA is your Primary Interexchange Carrier "PIC" (your long distance provider on your phone line) and you switch local phone companies, your PIC long distance services with IXICA will cease automatically and you will be billed by your local phone company for all long distance calls. If you have not called IXICA to cancel long distance service, IXICA will make reasonable efforts to restore your long distance service back to IXICA when possible. Notwithstanding, under no circumstances will IXICA be held liable for long distance charges from any other phone companies due to error or omissions by IXICA.

Service Incompatibility

Home Security Systems: The Home Phone 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 your Home Phone service.

Fax Machines: The Home Phone service can work with most fax machines, however due to various machine configurations, Internet connectivity and bandwidth fluctuations, faxing using your fax machine and your Home Phone service is provided on a best-efforts basis and IXICA assumes no liability whatsoever and provides no guarantee that faxing will work.

Relocating & International Destinations: Some countries block Voice Over IP (VoIP) services and your IXICA Home Phone service may not work if you relocate it to a country that blocks VoIP service. IXICA assumes no liability due to blocked VoIP traffic.

The Home Phone dial tone comes out of "line 1" on the back of the Telephone Adapter. In most cases you will connect a telephone to the back of the Telephone Adapter. You can also however connect the Telephone Adapter "line 1" to any available telephone jack in the home. This setup MIGHT work and is not supported by IXICA Technical Support department because of the many variables.

Rate Guarantee

IXICA will match or beat any advertised long distance rate for like services. The Subscriber must contact IXICA to notify IXICA of the competitor rate and IXICA shall confirm such, prior to adjusting the Subscriber's rate. The rate guarantee does not apply to pre-paid calling cards, bundled minute plans and select regions of the world including occupied territories and disputed lands.

IP Relay Services

IP Relay is a text based Message Relay service that allows people with a hearing or speech

impairment initiate phone calls with the help of an operator. Service access is done via a secured web page (chat interface) and you are required to obtain Internet access and a compatible device for use. A specially trained operator will assist you by connecting your call to the intended hearing party and once connected relay the typed conversation by voice. You must properly register for IP Relay Services as indicated on the IXICA website. We currently do not offer IP Relay Services outside Canada. Service is available 24/7 but subject to network availability, which may be affected by lack of Internet connectivity, power outages, and other interruptions in service. IXICA makes no warranties that the service will be error free, uninterrupted or that defects in the service will be corrected.

See 9-1-1 IP Relay in our E9-1-1 Terms of Service for information on use of 9-1-1 Services via IP Relay.

General Terms

(a) **Enurement/Assignment:** These Terms are binding upon and shall ensure to the benefit of the parties and their respective successors, heirs, executors, administrators, personal representatives and permitted assigns; provided, however, that the Subscriber shall not assign or transfer its rights or obligations under these Terms without the prior written consent of IXICA.

(b) **Notices:** Notices shall be in writing and delivered by personal delivery or certified or registered mail to the last address provided by the Subscriber.

(c) **Unenforceable Provisions:** If any part of these Terms shall be invalid or not enforceable under applicable law, such part shall be ineffective to the extent of such invalidity or unenforceable part only, without in any way affecting the remaining parts of these Terms.

(d) **Governing Law:** These Terms and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the province of Ontario, and the

federal laws of Canada applicable in such province. Each of the parties hereto agrees that the Courts of Ontario shall have exclusive jurisdiction to entertain any action or other legal proceedings based on any provisions of these Terms. Each party hereto does hereby attorn to the jurisdiction of the Courts of the Province of Ontario. Local laws may apply in some jurisdictions.

(e) Entire Agreement: These Terms set forth the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all previous discussions, negotiations and agreements.

(f) French: The Subscriber confirms that it wishes to have these Terms written in English only. Les parties aux présents confirment leur volonté que la Convention relative aux services de voix soit rédigée en langue anglaise seulement.

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