

This document outlines the meaning of service terms and penalties associated with cancellations.

"Service Term" means the duration for which services are ordered by customer and guaranteed to be maintained with IXICA for a period of time.

"Cancellation" means the disconnection of services in effect with IXICA Communications Inc.

"Standard Rates" means the rates for any given service as it would have been on a monthly term.

"Customer" means the individual and/or entity whose name appears on the Master Account Agreement.

"Service Provider" means IXICA Communications Inc, the provider of telecommunications and data services.

MONTHLY TERM

New orders submitted by customer may carry a set-up or provisioning, as well as other charges such as but not limited to Local Number Portability (LNP). These charges are non-refundable when services are canceled. New orders will also be charged a minimum of one month worth of services, after which services may be canceled without penalty. Charges will be prorated to the date of cancellation, after the first month of service.

1 YEAR TERM

Services ordered on a one year term can be canceled with the following penalties:

- a) Rates will be re-calculated based on standard rates, for all months that have expired on the term.
- b) The remaining months will be charged at 50% of the standard rates.
- c) Any discounts provided will be charged back.

2 YEAR TERM

Services ordered on a two year term can be canceled with the following penalties:

a) Rates will be re-calculated based on standard rates, for all months that have expired on the term.

- b) If more than 50% of the term has expired, the remaining months will be charged at 40% of the standard rates.
- c) If less than 50% of the term has expired, the remaining months will be charged at 50% of the standard rates.
- c) Any discounts provided will be charged back.

3 YEAR TERM

Services ordered on a three year term can be canceled with the following penalties:

- a) If more than 60% of the term has expired, the remaining months will be charged at 50% of the standard rates.
- b) If less than 60% of the term has expired, the remaining months will be charged at 60% of the standard rates.
- c) Any discounts provided will be charged back.

PROMO RATE TERM

From time to time the Service Provider may run promotions at special discounts, which may still carry a term commitment. In such cases the following cancellation penalties apply:

- a) The penalties for the term as described above (Monthly Term, 1 Year Term, 2 Year Term & 3 Year Term)
- b) A disconnection charge of \$150.00

TERMS OF CANCELLATION FOR ANY SERVICE OR TERM

- all above rates are exclusive of applicable taxes. Taxes, where applicable are in addition to any penalties
- all above rates are in the currency of the invoices issued and/or the Master Account Agreement
- In the case of Commercial or Business accounts, cancellations must be submitted to the Service Provider in writing and delivered by email to billing@ixica.com

- In the case of Residential Accounts, cancellations may be made by calling customer service at 1-877-776-3236 or by email to <u>billing@ixica.com</u>
- In the event the Service Provider has rented / leased or provided any hardware which was not purchased by the customer, such equipment must be returned before cancellations can be processed.
- Cancellation is effective as of 24 hours from the time communication is received from customer or whenever all outstanding hardware is returned, whichever happens later.