

Axle Terms of Service Agreement



1.1 These Terms of Service, along with (i) any Axle Telecom materials describing your service details, (ii) any requested work orders, and (iii) your invoices, all taken together collectively form the “**Contract**” between you (“**Customer**” or “**you**” or “**your**”) and Axle Telecom (“**Axle Telecom**” or “**we**” or “**our**” or “**the Company**”). If there is any inconsistency between any service detail, materials, work orders or invoices and these Terms of Service, these Terms of Service will prevail to the extent of the inconsistency.

1.2 The Axle Telecom Services (“**Service**” or “**Services**”) described in section 2.1 below are provided to you subject to your compliance and agreement with the terms and conditions listed below. By accessing the Services you are deemed to agree with, and you will be bound by this Contract. The Terms of Service may change from time to time and it is your responsibility (i) to regularly access the Axle Telecom website for the latest Terms of Service or (ii) to contact Axle Telecom to request a copy. Your use of the Services will be bound by the latest Terms of Service on the Axle Telecom website. **You must not use the Axle Telecom Services if you do not agree with the terms and conditions of this Contract.**

1.3 This Contract is governed by the laws of the Province of Ontario and you submit to the jurisdiction of the courts of Ontario.

1.4 The Services covered under this Contract are limited to: (i) Internet Service; (ii) Home Phone Service; (iii) Television Service; and (iv) any other Service related to these Services.

1.5 Axle Telecom is under no obligation to provide service where: (i) the Company does not have facilities and/or it would have to incur unusual expenses which the Customer will not pay; (ii) if the Customer owes an amount to Axle Telecom that is past due; (iii) if the Customer’s account has been terminated in the past due to non-payment of amounts owing to Axle Telecom; or (iv) the Customer does not provide a reasonable deposit when requested by Axle Telecom pursuant to these Terms.

1.6 If you are experiencing technical issues with your Services, please contact Technical Support at 1-844-702-2848. As a condition of Axle Telecom providing you with technical support, you agree that Axle Telecom (including third-party service providers who may be located outside of Canada) may access and, if necessary, take control of any Equipment associated with your Services by remote control, including the installation and, where applicable, de-installation of certain software associated with your Services.

1.7 Axle Telecom may issue or assign to you certain unique identifiers (e.g., a phone number, IP address, e-mail address, web space URL, host name, etc.). You do not own or acquire any right of ownership or any other title to or interest in any such assigned number or identifier. Axle Telecom may, at any time and without liability, change or withdraw any number or identifier assigned to you.

1.8 Your phone number may be transferred. Some limitations apply for land lines. Axle Telecom is not responsible for any interruption, disruption or disconnection of any Services associated with the phone number being transferred. The transfer of a phone number does not include the transfer of any associated Axle Telecom Services such as voicemails or any Axle Telecom equipment. You are responsible for all fees and taxes associated with the transfer of your phone number, including any cancellation charges, if applicable.

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1.9 All Television programming is provided on a “subject to availability” basis. Certain programming, including sports events, may on occasion be “blacked out” in your area of reception for copyright or other reasons. Programming may also be subject to temporary interruption due to causes beyond Axle Telecom’s control. Axle Telecom will not refund charges or credit you for any blackout period or temporary

By entering into this Contract, you agree or acknowledge that:

2.0 you are at least **eighteen (18) years** of age;

2.1 all information provided to Axle Telecom is truthful, accurate and up-to-date including name, mailing address, e-mail address, your address where the Service is being provided to you (“**Service Address**”), phone number, and any authorized users of the Service;

2.2 you will notify us of any change in your information described in section 2.1 above;

2.3 you are solely responsible for the use of the Service by yourself and any other users, whether such other users are authorized by you or not;

2.4 you are responsible for the protection of your account(s) and password(s) and for all use of your account(s);

2.5 you shall take all necessary measures to ensure that any Service provided to you by Axle Telecom is used in accordance with this Contract, and that you will be liable for all consequences resulting from any breach of this Contract;

2.6 Axle Telecom may act as your agent solely to (i) ensure that we can provide you with the requested Service, including if necessary cancelling Services with your current service provider(s), and (ii) ensure that we can exercise our right to access and to use the inside wiring at your Service Address;

2.7 Axle Telecom may install, replace, remove, update or modify software as required to provide the Service to you;

2.8 you are responsible for choosing the Axle Telecom Service package that most suits your needs. Any usage of the Service you subscribe to in excess of the limits applicable to that Service will be charged to you. It is your responsibility to monitor and manage your monthly usage activity and to ensure your usage remains appropriate and consistent with the limits applicable to your Service package.

2.9 Axle Telecom may change the Contract, including fees, by giving you at least **thirty (30) days** notice in writing of the change. We may give you notice by posting it on our website, by a message on your invoice, or by sending notice to you by e-mail, mail or by any other reasonable method. Subject to Axle Telecom’s right to make changes, no other statements (written or verbal) will change this Contract.

3.0 If you want to refuse any change to the Contract, you may terminate the Service affected by the change, subject however to the minimum contract period or any cancellation penalties set out in any separate Fixed Term Contract that may exist.

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3.1 You may not make any changes to these Terms of Service. However, depending on the Axle Telecom Service you subscribe to and your plan details, you may be able to add or remove certain Services or features associated with Services. You will need to check your plan details to see if additional fees may apply.

3.2 Axle Telecom may transfer or assign all or part of this Contract (including any rights in accounts receivable) at any time without prior notice to you or your consent. You may not transfer or assign this Contract, your account, or the Axle Telecom Service without Axle Telecom's prior written consent.

3.3 If any terms or conditions of this Contract become outdated, prohibited or unenforceable, the remaining terms and conditions of the Contract will continue to apply to you and to Axle Telecom. If Axle Telecom decides not to enforce any terms or conditions of this Contract for any period of time, the terms and conditions in question still remain valid and Axle Telecom may enforce them in the future.

3.4 Axle Telecom Services are provided to you on an ongoing monthly basis ("**Month-to-Month**"), unless a separate contract has been entered into for a minimum contract period ("**Fixed Term**") for a particular Service. The Contract Term for any Axle Telecom Service will begin on the date the Service is activated ("**Effective Date**") and will expire one (1) month following the Effective Date ("**Initial Term**"). Upon expiration of the Initial Term, the Service will automatically renew month-to-month until the Service is cancelled or terminated.

3.5 Charges will commence on the date of the initial activation of the Services. Recurring fixed charges will be billed monthly, in advance, and non-recurring usage-based charges will be billed for the prior month. You are liable for all charges to your account. All prices are subject to tax unless otherwise stated. Axle Telecom may invoice you for fees and applicable taxes up to **twelve (12) months** after the date they were incurred.

3.6 Administrative charges may be levied for administration or account processing activities in connection with your account for items such as collection efforts due to non-payment or having a balance over your credit limit, including unbilled usage and pending charges, fees and adjustments; returned or rejected payments; or changes for Service suspension, disconnection or reactivation.

3.7 If you question or **dispute any charges** you must do so within **ninety (90) days** of the invoice date. Failure to notify us within this time period will constitute your acceptance of such charges. Disputed charges will not be considered past due unless we have investigated and concluded that the charges are correct and there is no basis for the dispute, or we reasonably believe you are using the dispute to evade or delay payment. You must pay all undisputed portions of the charges on or before the due date on the invoice, failing which the undisputed portion of the charges will be past due and you will be charged the late payment charge for the undisputed portion.

3.8 All service fees and associated charges, equipment charges and applicable taxes are due upon receipt of the bill. If full payment of the bill is not received by Axle Telecom on or before the due date specified on the front of your statement, **late payment charges** will be applied to your next bill at the rate of **two (2.0%) percent per month**.

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3.9 Payment may be made by setting up a pre-authorized payment plan with Axle Telecom. If a pre-authorized payment plan is set up, you agree that we can charge any unpaid and outstanding amount, including any late payment charges on your account to your credit card, bank account or any other payment method pre-authorized by you for payment of our charges. Payments can also be made online through your bank account or by cheque sent by mail or delivered in person at one of our three store locations listed in the contact information at the end of this document.

4.0 In exceptional circumstances, Axle Telecom may require you to pay the charges and applicable taxes on an interim basis prior to your regularly scheduled monthly bill. If this happens, you must pay the interim charges on or before the required due date to avoid suspension or cancellation of your Services.

4.1 There is a Dishonoured Payment Charge of forty (\$40.00) dollars for each transaction returned from a bank, credit card or other financial institution, for lack of sufficient funds or inability to process payment.

4.2 If the Company chooses to offer the option of a deposit, the total amount of any deposit provided by or for a Customer to the Company in relation to the Services shall not exceed the sum of: **(i)** three months of anticipated charges for the Services; and **(ii)** the total cost of any equipment provided by the Company to you in relation to the Services.

4.3 The Deposit will be retained by Axle Telecom until you have paid your account in full and on time for **six (6) consecutive months**. Axle Telecom shall review the continued appropriateness of the customer's deposit at **six (6) month** intervals. When the Services are terminated or the conditions that originally justified the deposit are no longer present, Axle Telecom shall promptly refund the deposit.

4.4 Axle Telecom shall credit interest on customer cash deposits held by the Company for the period during which the deposit is retained. The interest rate on customer deposits shall be the Canadian chartered bank deposit rate for non-chequable savings deposits as published in the most recent Bank of Canada Review.

4.5 **Disconnection of Service by Axle Telecom:** Axle Telecom may disconnect a Customer's Service where the Company (i) has reasonable grounds upon which to do so, including without limitation the Customer's failure to pay outstanding charges or fees, the Customer's use of the Services provided by Axle Telecom other than in accordance with this Contract, or any other breach of this Contract that is unremedied by the Customer; and (ii) has provided prior notice to the Customer of the impending disconnection.

Where the grounds for disconnecting the Customer are failure to pay outstanding charges or fees, the Company may disconnect a Customer's Services only where the Customer: **(i)** fails to pay an account of the Customer that is past due, provided it exceeds fifty dollars or has been past due for more than two months; **(ii)** fails to provide or maintain a reasonable deposit or alternative when required to do so; or **(iii)** agreed to a deferred payment plan with the Company and the Customer fails to comply with the terms of the deferred payment plan.

4.6 At least **fourteen (14) days** prior to disconnection Axle Telecom must provide reasonable notice to the Customer, stating: **(i)** the reason for the proposed disconnection and the amount owing (if any); **(ii)** the scheduled disconnection date; **(iii)** where the reason for disconnection is

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a failure to pay outstanding charges or fees, the availability of a deferred payment plan; **(iv)** the reconnection charge, if any; and **(v)** the telephone number of a Axle Telecom representative with whom the disconnection or any dispute may be discussed.

4.7 If the Customer has provided Axle Telecom with an e-mail address where they can be notified, and where the Customer has provided express consent to this form of notification in relation to disconnection, Axle Telecom may elect to provide the disconnection notice by e-mail to the Customer at such e-mail address.

4.8 At least **twenty-four (24) hours** prior to disconnection, Axle Telecom must advise the Customer that disconnection is imminent, except where: **(i)** repeated attempts to advise the Customer of imminent disconnection have failed; **(ii)** immediate action must be taken to protect Axle Telecom from network harm; **(iii)** Axle Telecom has a reasonable suspicion that fraudulent activity has occurred, is occurring, or is likely to occur with respect to Customer's Services (For the purposes of this section, a failure to pay arrears for the Services is not, by itself, to be considered "fraudulent activity"); or **(iv)** otherwise required by the order of a competent public authority.

4.9 Except with Customer consent or in exceptional circumstances, disconnection may occur only on weekdays between 8:00 a.m. and 9:00 p.m. or on weekends between 9:00 a.m. and 5:00 p.m., unless the weekday or weekend day, as applicable, precedes a statutory holiday in which case disconnection may not occur after 12:00 noon.

5.0 Where it becomes apparent that disconnection occurred in error or was otherwise improper, Axle Telecom must restore the Services to the Customer during business hours on the next working day, at the latest, unless exceptional circumstances do not permit this, and no reconnection charges shall be levied.

5.1 The Company may not disconnect the Customer's Services where there is a dispute regarding the basis of the proposed disconnection, provided: **(i)** payment is being made for the undisputed portion of the Services; and **(ii)** the Company does not have reasonable grounds for believing that the purpose of the dispute is to evade or delay payment.

5.2 If the Customer has a dispute relating to the disconnection of Services, the reason for the disconnection of Services, or any other issue relating to a deposit, and the Customer has not been able to resolve the dispute with the Company, the Customer can lodge a complaint with the Commissioner for Complaints for Telecommunications Services Inc. (**CCTS**), an independent third-party complaints resolution service. Information about the CCTS is available at www.ccts-cprst.ca or by calling 1-888-221-1687.

5.3 **Disconnection of Service by the Customer:** You may cancel part or all of your Services at any time by contacting Axle Telecom. Our contact information is found at the end of this document. For final balances of \$15.00 or greater, Axle Telecom will automatically mail a cheque to you at the billing address on file. For balances not automatically refunded, you must contact Axle Telecom to request a cheque.

5.4 **General:** Upon termination of Service, the Customer shall promptly return the Company's equipment in good condition within **thirty (30) days**.

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5.5 If Service is cancelled, either by the Customer or Axle Telecom, prior to the expiry of a Fixed Term, you must pay the cancellation charge set out in the Fixed Term Contract, plus applicable taxes.

5.6 If you cancel your Service order prior to activation of Service you may be charged a cancellation fee, plus applicable taxes, not greater than the estimated amount of damages suffered by Axle Telecom as a result of your failure to activate the Services.

5.7 You are responsible to provide Axle Telecom with a forwarding address for final invoices or correspondence if your contact information will be different from the information we have on file. Failure to provide a forwarding address may result in the forfeiture of any outstanding credits or deposits on your account.

5.8 To reactivate a Service that has been suspended or disconnected you will be responsible to pay any applicable installation and/or reactivation charge, plus applicable taxes.

5.9 **Suspension of Service:** Notwithstanding that a Service is suspended, you remain responsible to pay your Service fees, your Equipment charges and any applicable taxes.

6.0 **Privacy:** Axle Telecom's Privacy Policy applies to personal information that is collected, used or disclosed by the Company.

6.1 **Confidentiality of Customer Records:** Unless a Customer provides express consent or disclosure is pursuant to a legal power, all information kept by the Company regarding the Customer, other than the Customer's name, address and listed telephone number, is confidential and may not be disclosed by the Company to anyone other than: (i) the Customer; (ii) a person who, in the reasonable judgment of the Company, is seeking the information as an agent of the Customer; (iii) a company involved in supplying the Customer with related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; or (iv) an agent retained by the Company to evaluate the Customer's creditworthiness or to collect the Customer's account, provided the information is required for and is to be used only for that purpose; (v) a public authority or agent of a public authority, if in the reasonable judgment of the Company, it appears that there is imminent danger to life or property, which could be avoided or minimized by disclosure of the information.

6.2 Express consent may be taken to be given by a Customer where the Customer provides: (i) written consent; (ii) electronic confirmation via the internet; (iii) oral consent, where an audio recording of the consent is retained by the carrier; or (iv) consent through other methods, as long as an objective documented record of Customer consent is created by the Customer or by an independent third party.

6.3 The Company's liability for disclosure of information contrary to section 6.1 is not limited by section 6.1;

6.4 The Company may also release to (i) a law enforcement agency the identity of the service provider, but not the name of the Customer, associated with a specific telephone number; and (ii) an affiliate involved in supplying the Customer with telecommunications and/or broadcasting services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose.

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6.5 You may not use the Services for anything other than for your own use. You may not resell the Services, receive any charge or benefit for the use of the Services or provide Internet access or any other feature of the Services to any third party. From time to time, we may establish policies, rules and limits concerning use of the Services, Equipment and any products, content, applications or services used in conjunction with the Services or Equipment. Your use of the Services is subject to these Policies. We will provide you with notice of new Policies and of changes to existing Policies.

6.6 Any abuse or misuse of Services (including Equipment) could lead to suspension or cancellation of your Services, without notice to you. Prohibited use may also lead to criminal or civil charges. Failure to comply with these rules may result in Axle Telecom modifying, removing or disabling the software used in your equipment so that it no longer functions. In addition, you may be charged for any costs incurred by Axle Telecom in connection with your breach of the terms of this Section. Examples of prohibited use are as follows:

6.6.1 using, enabling, facilitating, or permitting the use of any Service for an illegal purpose, criminal or civil offence, intellectual property infringement, harassment (including disruptive, intimidating, annoying or offensive calls/transmissions), or in a manner that would breach any law, regulation or the policies of any Internet host, or cause interference with Axle Telecom's network operations;

6.6.2 installing, using or permitting the use of any of the Services without reading and accepting (or in contravention of) the terms of any separate license agreement or terms of use provided to you by Axle Telecom for the use of software, content and/ or documentation, as applicable, in connection with the Services;

6.6.3 enabling, facilitating or permitting the transmission of unsolicited messages such as spamming or phishing. Axle Telecom may **(i)** filter any e-mail what we believe to be spam from your in-box to an anti-spam folder and delete this e-mail; and **(ii)** set a limit on the number of messages you may send or receive through e-mail;

6.6.4 uploading or downloading, making available, transmitting, posting, publishing, disseminating, receiving, retrieving, storing, linking to or otherwise reproducing, offering, distributing, enabling or providing access to information, software, content, files or other material which: **(i)** is confidential or protected by copyright or other intellectual property rights without prior authorization of the rights holder(s); **(ii)** is defamatory, discriminatory, violent, obscene, child pornography or hate propaganda; **(iii)** constitutes invasion of privacy, impersonation, forging, appropriation of identity or unauthorized linking or framing; or **(iv)** is designed to assist users in defeating technological protection measures (like geoblocks, registration and any other anti-theft mechanisms) or in the fraudulent use of telecommunications or broadcasting services;

6.6.5 attempting to receive any Service without paying the applicable Fees, modifying or disassembling Axle Telecom Equipment, changing any identifier issued by the Company, attempting to bypass Axle Telecom's network, or re-arranging, disconnecting, removing, repairing or otherwise interfering with Services, Equipment or facilities;

6.6.6 adapting, reproducing, translating, modifying, decompiling, disassembling, reverse engineering or otherwise interfering with any software, applications or programs used in connection with Services (whether owned by or used under license to Axle Telecom) for any purpose including "testing" or research purposes; or modifying, altering, or defacing any of the

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trade-marks, or other intellectual property made available through Axle Telecom Services or using any indemnity or intellectual property except for the express purpose for which such intellectual property is made available to you through Axle Telecom Services.

6.6.7 posting or transmitting any information or software containing a virus or other harmful or disruptive component or committing any act which may compromise the security of your Internet host in any way; and

6.6.8 using harassing or abusive language or actions, whether verbal, written or otherwise, directed at Axle Telecom employees, suppliers, agents and representatives.

6.7 Axle Telecom has the right, but not the obligation, to monitor or investigate (either electronically or otherwise) your use of the Services and Equipment for things such as bandwidth consumption or content that is transmitted using the Services or the Equipment. We may access or preserve content or information to comply with the legal process in Canada or foreign jurisdictions.

6.8 We may reserve the right to restrict, change, suspend or terminate your Service by any means if your access, use or connection to the Services, Equipment or our facilities is impairing or adversely affecting our operation or the use of our Services or facilities by others. A Customer who has deliberately, or by virtue of a lack of reasonable care, caused loss or damage to the Company's facilities may be charged the cost of restoration or replacement. In all cases, Customers are liable for damage caused to the Company facilities by Customer-provided facilities.

6.9 You are fully responsible for supervising the use of the Services by any minor that you have permitted to use the Service and you acknowledge that not all content may be appropriate for such minor.

7.0 You are fully responsible for any content you post, upload, store, transmit or communicate to others using the Axle Telecom Services, including such things as data, documents, videos, music, and photos. Axle Telecom assumes that that you have the necessary rights to use such content. Axle Telecom is not responsible for any unauthorized use or distribution of this content (including any third-party content).

7.1 Voice Over Internet Protocol (**VoIP**) Services allow you to make or receive telephone calls over the Internet to or from the public switched telephone network. The nature of VoIP telephone calls, while appearing similar to traditional telephone calling services, creates unique limitations and circumstances, and you acknowledge and agree that differences exist between traditional telephone service and VoIP Services provided by Axle Telecom, including the lack of traditional 9-1-1 emergency services.

7.2 **Ensuring Correct Functioning:** Axle Telecom's VoIP Services may not function correctly, or at all, in the following circumstances: **(i)** If your Adapter or other Equipment fails or is not configured correctly; **(ii)** In the event of an internet network outage or extended power failure; **(iii)** If you tamper with or move your Adapter or other Equipment to a location other than your service address; or **(iv)** Following suspension or termination of your Service Agreement.

7.3 **No 0+ or Operator Assisted Calling; May Not Support x11/8xx Calling:** The VoIP Service does not support 0+ or operator assisted calling (including, without limitation, collect

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calls, third party billing calls or calling card calls). The VoIP Service may not support x11 or 8xx numbers (other than certain specified dialing such as 9-1-1 and 4-1-1)

7.4 Incompatibility with Other Services: (i) Home Security Systems: The VoIP 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 VoIP Service; **(ii) Certain Broadband and Cable Modem Services:** You acknowledge that some providers of broadband service may provide modems that prevent the transmission of communications using the VoIP Service. We do not warrant that the VoIP Services will be compatible with all broadband services and expressly disclaim any express or implied warranties or conditions regarding the compatibility of the VoIP Service with any particular broadband service.

7.5 9-1-1 Emergency Services:

7.5.1 Because of the unique nature of VoIP telephone calls, emergency calls to 9-1-1 through Axle Telecom's VoIP service will be handled differently than traditional phone service. The following provisions describe the differences and limitations of 9-1-1 emergency calls, and you hereby acknowledge and understand the differences between traditional 9-1-1 service and VoIP calls with respect to 9-1-1 calls placed to emergency services from your account as described below.

7.5.2 9-1-1 Calling Procedures: When you make a 9-1-1 emergency call, the VoIP service will attempt to automatically route your 9-1-1 call through a third-party service provider to the Public Safety Answering Point ("**PSAP**") corresponding to your address of record on your account. However, due to limitations of the VoIP telephone services, your 9-1-1 call may be routed to a different location than that which would be used for traditional 9-1-1 dialing. For example, your call may be forwarded to a third-party specialized call centre that handles emergency calls. This call centre is different from the PSAP that would answer a traditional 9-1-1 call which has automatically generated your address information, and consequently, you may be required to provide your name, address, and telephone number to the call centre during the 9-1-1 call.

7.5.3 Disconnections: You must not disconnect the 9-1-1 emergency call until told to do so by the dispatcher, as the dispatcher may not have your number or contact information. If you are inadvertently disconnected, you must call back immediately.

7.5.4 Registration of Physical Location Required: You are responsible for providing, maintaining, and updating correct contact information (including name, residential address and telephone number) on your account with Axle Telecom. **If you do not correctly identify the actual location where you are located, or if your account information has recently changed or has otherwise not been updated, 9-1-1 calls may be misdirected to an incorrect emergency response site. You need to update your 9-1-1 information if you move your device to a different location.** In the event you are not able to speak during a 9-1-1 call, the call taker would dispatch emergency response vehicles to your last registered address.

7.5.5 9-1-1 Calls May Not Function: For technical reasons, the functionality of 9-1-1 VoIP emergency calls may cease or be curtailed in various circumstances, including but not limited

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to: **(i) Failure of service or your service access device** – if your system access equipment fails or is not configured correctly, or if your VoIP Service is not functioning correctly for any reason, including power outages, VoIP Service outage, suspension or disconnection of your Service due to billing issues, network or Internet congestion, or network or Internet outage in the event of a power, network or Internet outage; **(ii) Service Outages** – You may need to reset or reconfigure the system access equipment before being able to use the VoIP Service, including for 9-1-1 emergency calls; and **(iii) Changing locations** – if you move your system access equipment to a location other than that described in your account information or otherwise on record with Axle Telecom.

7.5.6 Network Congestion: There may be a greater possibility of network congestion and/or reduced speed in the routing of a 9-1-1 call made utilizing the VoIP Service as compared to E9-1-1 Dialing over traditional public telephone networks.

7.5.7 Alternate Services: If you are not comfortable with the limitations of 9-1-1 emergency calls placed on Axle Telecom's VoIP Services, Axle Telecom recommends that you terminate the VoIP Services or consider an alternate means of accessing traditional 9-1-1 emergency services.

7.5.8 Conveying Limitations to Other Household Residents and Guests: You are responsible for notifying, and you agree to notify, any user or potential users of your VoIP Services of the nature and limitations of 9-1-1 emergency calls on the VoIP Services as described herein.

7.6 Limitation of VoIP 9-1-1 Liability:

Axle Telecom will not be liable to you or to any third party for any inability to use the Axle Telecom VoIP Services or to obtain access to 9-1-1 emergency services as a result of the limitations described above. In order for VoIP 9-1-1 service to function properly, you must **(i)** use the Adapter which forms part of the Equipment we have provided you and other Equipment at your service address, and **(ii)** provide, maintain and update correct contact information (including name, residential address and telephone number) on your account with Axle Telecom. Axle Telecom will not be liable to you or to any third party for your failure to comply with this requirement.

7.7 Except for Equipment that you have fully paid for, all Equipment installed or provided by Axle Telecom remains our property and you agree that: **(i)** you will take reasonable care of the Equipment such that when Services are changed or disconnected all Equipment will be returned to Axle Telecom in good condition; **(ii)** you may not sell, transfer or assign the Equipment; **(iii)** you authorize Axle Telecom and our representative to enter or have access to your premises as necessary at mutually agreed upon times to install, maintain, inspect, repair or remove the Equipment or to maintain, investigate, protect, modify or improve the operation of our Services or our facilities; **(iv)** you will notify Axle Telecom immediately if the Equipment is lost, stolen or damaged; and **(v)** you may use the Equipment only at the service address identified on your account.

7.8 Axle Telecom is not responsible for the state or condition of existing wiring or Customer-owned equipment and may require repairs or modifications, at your expense, in order to install our Services.

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7.9 Equipment and related software may become outdated from time to time. Unless specified by us, you are solely responsible for updating or maintaining your Equipment and software as necessary to meet the standard required for the Service and you may not be entitled to Customer support from us if you fail to do so.

8.0 If Equipment is lost, stolen, damaged or not returned to us when you have disconnected the Service for which it was intended, you agree to pay to us the undiscounted full cost of such Equipment, together with any costs incurred by us in seeking possession of such Equipment.

8.1 Any Equipment you may purchase from Axle Telecom may be covered under a manufacturer's warranty. You are responsible to read the manufacturer's warranty to understand what it covers.

8.2 The Services or access to the Services, including 9-1-1 or special needs Services may not function correctly, or at all, in the following circumstances: **(i)** if your Equipment fails, is not configured correctly or does not meet the Company's requirements; **(ii)** in the event of a network outage or extended power failure; **(iii)** if you tamper with or, in some cases, move the Equipment; or **(iv)** following suspension or termination of your Services.

8.3 Neither Axle Telecom nor its respective employees, officers, directors and representative are responsible or liable to you for any content, applications or services provided to you or accessible by you through the Services, any charges incurred in connection with such content, applications or services or anything that is or can be done with such content, applications or services even if you are billed for such content, applications or services. All such content, applications or services are accessed or transmitted solely at your own risk.

8.4 Axle Telecom will not be responsible for any damage suffered by you, whether as a result of Axle Telecom's negligence or your errors or omission. Damage suffered by you includes, but is not limited to, loss of data resulting from delays, non-deliveries, or service interruptions.

8.5 To the extent permitted by applicable law, Axle Telecom makes no warranties, representations, claims, guarantees or conditions of any nature, express or implied, including fitness for a particular purpose, merchantability, title or non-infringement, with respect to any of the Services. Axle Telecom assumes no liability for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of any Service, even where such unavailability occurs after installation of the Service.

8.6 To the extent permitted by applicable law, Axle Telecom's liability for negligence, breach of contract, tort or other causes of action, including fundamental breach, is limited to payment, upon request, of up to **twenty (\$20.00) dollars**. Other than the foregoing payment, and to the extent permitted by law, Axle Telecom is not responsible to anyone for any damages, including direct, indirect, special, consequential, incidental, economic, exemplary or punitive damages. This limitation of liability does not apply to damages resulting from physical injuries, death or damage to your Service Address or other property wholly caused by Axle Telecom's gross negligence.

8.7 In addition to circumstances outlined in other areas of these Terms of Service, Axle Telecom is not responsible for any claims based upon an installation appointment for any Service that is missed, or for any claims related to distribution of content by you or third parties. Axle Telecom will not be responsible for failing to meet obligations due to causes beyond its reasonable

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control, such as work stoppage, labour disputes and strikes, power failure, unlawful acts, or acts of nature and all force majeure events.

8.8 All Services are provided on a best-efforts basis and no guarantees of performance are stated or implied for provided Services.

8.9 Axle Telecom does not guarantee that any information, software, or other material accessible through the Internet Service is free of viruses, worms, Trojan horses or other harmful components nor does it guarantee the privacy of your files or e-mail, or that your computer system will be secure against unauthorized access by other users of the Internet. You are responsible for supplying your own encryption software and ensuring that it provides adequate protection to you.

AXLE TELECOM CONTACT INFORMATION

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