

TERMS AND CONDITIONS – LOCAL VOICE OVER IP TELEPHONY

These Terms and Conditions apply to local telephony services offered using Voice over IP or VoIP technology. These Terms and Conditions form part of and are subject to the terms and conditions of the Master Services Agreement - Business.

1. DEFINITIONS

1.1 In these Terms and Conditions, the following terms have the following meanings:

- a) "Device or IP Telephony Device or IP Gateway" means any Device, including its components such as analog telephone adapters, IP telephones, or any other Device used for IP telephony connection.
- b) "Service" means the Service providing an IP telephone connection, as well as all related Services such as voicemail, that allow telephone calls to be made or received over the Internet from or to the public telephone network.

1.2 All other terms used in the Terms and Conditions that are defined terms but have not been defined above shall have the meanings assigned to them in the Master Services Agreement - Business.

2. RATES, FEES, AND CALCULATION METHOD

2.1 Charges for international long distance calls made using the Service will be billed at the rate established by Oricom Internet and published on the Oricom Internet website or on the Service Request. These rates may vary from time to time at Oricom Internet's sole discretion and will be published on the website, unless otherwise noted on the Service Request.

2.2 The duration of each call is rounded up to the next minute and billed in full minutes. Charges for each call are rounded up to the next \$0.01. All calls that are answered are charged a minimum of 30 seconds. Oricom Internet relies on automated answer supervision to determine if and when a call has been answered. Answer supervision is the signal sent by the Carrier that connects the call, to indicate the start of the call. Answer supervision is generally received when a call is answered. However, it can also be generated by messaging systems, private branch exchanges (PBX) and interexchange switching Equipment. When no answer is detected, billing will only begin thirty (30) seconds after the number is dialled and only if the user has not disconnected.

2.3 Summary or detailed invoices, if selected in the Service Request, are issued monthly and are available on the Oricom Internet website in the Customer Area (www.oricom.ca).

2.4 Local and long distance call details can be found on the Oricom Internet website in the Customer Area (www.oricom.ca) or on the detailed bill if applicable.

3. IP TELEPHONY DEVICE

3.1 An IP Gateway (IP Telephony Device) is required to use the local Voice over IP telephony Service. This Device can be purchased, rented, or provided by the Customer. In the case of a purchase or rental, the Customer agrees that the Device may only be used in connection with the Oricom Internet Service. The Customer also agrees to refrain from attempting to modify or alter the Device in any way, including, but not limited to, changing the Device's serial number or identifier, restoring the factory settings, or altering the firmware in any way.

3.2 In the case of a lease, the Device remains the property of Oricom Internet Inc. at all times. Upon Service termination, the Customer must return the Device to Oricom Internet Inc. A fee of TWO HUNDRED AND FIFTY (250) dollars will be charged to the Customer's account if the Device is not returned. The Customer also agrees to return it, in good condition, at the Customer's expense and risk. The Customer assumes all risks of theft,

damage, destruction of the Equipment and communication costs until Oricom Internet receives the Equipment. All obligations of the Customer with respect to the Equipment and any other materials delivered to the Customer shall survive the expiration or termination of the Agreement to the extent required for its execution.

3.3 If the packaging containing the Device is visibly damaged upon receipt, the Customer must note the damage on the carrier's invoice and retain a copy. The Customer must keep the original packaging intact and all materials included in the packaging and contact Oricom Internet's customer service department.

4. TECHNICAL REQUIREMENTS

4.1 To use the Service, the user must have a high-speed Internet connection. The minimum bandwidth required is 64 KB in each direction. An IP Gateway is also required. If the Customer uses a router, the Customer takes full responsibility for the router's operation, programming, connection to the Internet and effectiveness in transmitting voice traffic. IP.

5. USE OF THE SERVICE

5.1 A call will be a local call if the number called is one of the toll-free access numbers listed on the ORICOM website. All other calls (except those made to ORICOM customers) will be considered long distance and will be charged at the rate indicated on the ORICOM website.

5.2 In general, calls dialled using a 10-digit number are considered local calls.

5.3 411 Service - This Service is available and is charged according to the rates listed on the ORICOM website. Rates are subject to change without notice by ORICOM at its sole discretion. The rates are published on ORICOM's website at www.oricom.ca, "IP Telephony" section.

5.4 Yellow Pages Directory Service - There is no Yellow Pages Directory Service subscription included with the Service.

6. SCOPE OF SERVICE

6.1 900, 976 and other numbers - Oricom's Internet Service may not access certain special telephone numbers, including, but not limited to, 900 and 976 numbers. Oricom Internet reserves the right to limit, at its sole discretion, the ability of the Customer to call such numbers.

6.2 Service interruption and third-party damage - The Customer agrees and understands that the Service will not operate in the event of a power outage or Internet Service disruption. Moreover, excessive traffic on the Internet can lead to a deterioration in quality and Service interruption.

6.3 Service interruption due to account suspension - The Customer agrees and understands that in the event of an account suspension for non-payment or for any breach of this Agreement, the Service will not operate.

6.4 Not a traditional telephony service - The Customer acknowledges, accepts and understands that the Service is not the same as traditional telephony. There are differences between traditional telephony and ORICOM's IP telephony Service. The Service is governed by different regulations than traditional telephony and this can limit or affect the Customer's rights to compensation before the CRTC.

6.5 ORICOM's IP telephony Service uses, in whole or in part, the Internet and third-party networks to retransmit voice and other communications. ORICOM is not responsible for any loss of privacy resulting from the use of this Service.

7. EMERGENCY SERVICE AND 911

ORICOM offers a limited 911 Service as defined below. When the CUSTOMER dials 911, the call is directed from

the ORICOM network to a 911 answering point, then a public safety answering point (PSAP) in the CUSTOMER's area or to the local emergency service personnel for the address provided by CUSTOMER when subscribing for the Service.

7.1 The CUSTOMER agrees and understands that when dialling 911 on ORICOM's IP Telephony account, it is understood that the CUSTOMER will be directed to a call centre that will redirect the CUSTOMER to the local emergency service provider. The call will not be routed to dispatchers specifically designated to receive calls made using the traditional 911 Service. ORICOM relies on third parties to transmit the information pertaining to such dispatching and, consequently, ORICOM and its providers take no responsibility for the accuracy of the information or the transmission. Neither ORICOM, its management team nor its employees shall be liable for any claim, damage or loss, and the CUSTOMER hereby waives any and all claims or actions arising from or related to the use of the 911 dialling Service, unless it is proven that the act or omission related to the claim, damage or loss was caused by ORICOM's negligence, recklessness or intentional misconduct. The CUSTOMER agrees to indemnify and hold harmless ORICOM and its suppliers for any claim or action resulting from the improper transmission of 911 calls, including, but not limited to, its failure to follow 911 call activation instructions or misinformation thereof.

Failure to correctly provide your current physical address and IP telephone location by following the directions from the "911 Information" link located in the Customer Area of the www.oricom.ca website will result in any 911 dialling being directed to the wrong local emergency service provider.

7.2 The CUSTOMER agrees and understands that with the standard configuration, the IP telephony Service and the 911 dialling Service will not function if a power failure of the IP telephony Device as well as a power failure of the broadband modem and, if applicable, the router occurs. The Service and 911 dialling will not work until the power is restored. (ORICOM recommends that the Customer install a UPS "uninterruptible power supply" battery backup for the broadband modem, router and IP Telephony Device).

7.3 The CUSTOMER agrees and understands that Service interruptions and Service suspension or termination by its broadband or Internet service provider (ISP) or by ORICOM will prevent the operation of ALL Services, including 911 dialling.

7.4 The CUSTOMER agrees and understands Service interruptions caused by the temporary suspension of their account due to billing issues will prevent the operation of ALL Services, including 911 dialling.

7.5 The CUSTOMER agrees and understands that a Service interruption due to any other reason will prevent the operation of ALL Services, including 911 dialling. Such interruptions may have many causes, including, but not limited to, the causes described in this Agreement.

7.6 The CUSTOMER agrees and understands that ORICOM's liability is limited to any interruption of Service or inability to dial 911 from its line or reach emergency service personnel as included herein. The CUSTOMER agrees to defend, indemnify and hold harmless ORICOM, its management, employees, affiliates and agents, and any other provider providing Services to the CUSTOMER in connection with this Agreement or ORICOM's Service, from and against any and all claims, losses, damages, fines, penalties, costs and expenses (including, but not limited to, reasonable legal fees) incurred by or on behalf of the CUSTOMER or any other third party or user of the customer Service related to the absence, failure or interruption of the Service, including the dialling of 911 or the inability of the CUSTOMER or any other third party or user of the Service to dial 911 or reach emergency service personnel.

8. CUSTOMER'S OBLIGATIONS

8.1 Unauthorized Use - The Customer agrees to notify Oricom Internet of any unauthorized use of the

Customer's account or any breach of security or vulnerability that comes to his/her attention, especially when the Customer is using his/her own IP Gateway. Configuration data is strictly confidential and should not be disclosed to third parties under any circumstances.

8.2 Use outside Canada or the United States - Oricom does not provide Service support to Customers located outside Canada or the United States. If a Device is installed outside Canada or the United States and the Service is used, there is a risk that such activity violates a law of the country where the Service is used. The Customer is responsible for any use of the Service and/or the Device by any person using the Service or the Device provided to the Customer and Oricom Internet accepts no liability in such cases. Moreover, Oricom Internet reserves the right to limit or terminate access to the Service from certain select countries.

8.3 Termination of Service with Leased Device - The Device must not be damaged and must be returned in its original condition upon Service termination. All documentation and packaging must be returned as well.

9. RIGHT, TRADEMARK, UNAUTHORIZED USE OF THE DEVICE

The Service and all information, documents, software and materials relating to the IP telephony Service on the ORICOM site as well as the names, trademarks, operation of the Service ("Intellectual Property") are the exclusive property of ORICOM or its licensors and are protected by intellectual property laws and international treaty provisions. If you decide to use the Service using a device not provided by ORICOM, ORICOM reserves the right to prohibit, specifically or generally, the use of the Service.

10. WARRANTY, LIMITATION OF LIABILITY AND INDEMNITY

10.1 Warranties - Descriptions of the Service or the Device, if any, by ORICOM or installers are for informational purposes only and are not provided as a warranty of any kind.

10.2 Limitation of Liability - The parties agree that under no circumstances shall ORICOM, its officers, directors, employees, agents, partners, suppliers or any other service provider who provides a Service to the CUSTOMER in connection with this Agreement or the Service be liable to the CUSTOMER or any other person for any actual, direct, consequential, special, incidental, punitive or exemplary damages or any other damages whatsoever, including, but not limited to, loss of data, income or profit whatsoever, regardless of the anticipated capacity resulting from the provision of the Service or in any way related to this Agreement resulting from (i) the CUSTOMER's use of the Service or (ii) mistakes, omissions, interruptions, losses, theft or deletion of files, errors, defects, delays in operation or transmission, or (iii) any performance or other failures in connection with the Service or this Agreement or arising out of or in connection with the use or inability to use the Service, including the inability to notify 911 or access emergency services through the Service; impairments in the quality of the Service, failure of the Device, errors, omissions, interruptions, or Equipment defects, force majeure events including, but not limited to, Acts of God; strikes; fires; wars; riots; government actions, which are caused by any reason. The limitations described herein apply to actions based on breach of contract, breach of warranty, product liability, extra-contractual liability and all other theories of liability and apply regardless of whether ORICOM was advised of the possibility of these particular types of damages.

10.3 Indemnity - The CUSTOMER agrees to defend, indemnify and hold harmless ORICOM, its officers, directors, employees, partners, agents and any other service provider who provides Services to the CUSTOMER in connection with this Agreement, from any and all claims, losses, damages, fines, penalties, costs or expenses (including, but not limited to, reasonable legal fees) for or on behalf of the CUSTOMER or any third party or user of the Service, relating to or in violation of this Agreement, the Services including, but not limited to, calling 911 or the Device. This paragraph shall survive the termination of this Agreement.



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