



FLEXITY SOLUTIONS INC.

Terms of Service

1 Term of Service

For the purpose of these Terms of Service (“Terms of Service”), they set out the rights, obligations and limitations of FlexITY Solutions (“FlexITY”) and the Customer for FlexITY Services. These Terms of Service may be changed and updated from time to time by FlexITY. FlexITY will post updated terms of Service on its website (<http://flexitel.flexity.ca/terms-of-service/>) and may additionally give notice of any changes by letter, monthly bill or otherwise. The Customers continued use of the relevant Services thereafter will be deemed acceptance by the Customer of such changes. Please keep visiting our web site for the latest Terms of Service.

These Terms of Service start and are legally binding when the Customer accept these Terms of Service as evidenced by the Customers subscription to, use and or payment for FlexITY's Services. For each Service the Customer uses, the Customer agrees to pay all the current rates included in their respective contract.

2 Billing and Collections

2.1 Billing Frequency and Payment Policy

FlexITY Solutions will bill the customer monthly and in some cases quarterly and in advance, unless otherwise agreed to by the customer and FlexITY Solutions Inc. FlexITY Solutions Inc. may also bill the customer up to one year from the date the charge was originally made. The customer’s failure to receive a bill does not relieve the customer of the responsibility to make payment to FlexITY Solutions Inc. by the bill’s due date.

2.2 Billing date:

Charges will be applied to the customer on the date of the initial activation of the Services.

2.3 Due Date for Payment;

In all cases, payment is due on or before the due date specified in the bill. Payment for charges for services rendered is due within 30 days from date on the invoice.

2.4 Interest Rate Applicable to Late Payments

If full payment of amount due on the customer’s invoice/account is not received by FlexITY Solutions Inc. within the required payment schedule specified above and/or on the invoice, it will be considered a delinquent amount. All delinquent amounts are subject to a late payment charge of 2% per month, calculated and compounded monthly on the delinquent amount (26.82% per year) from the date of the first invoice. The delinquent amount will continue to appear on the invoice until the date FlexITY Solutions Inc. receive such amount in full. (Note #2 numbering)



2.5 Security Deposit Policy:

FlexITY Solutions Inc. at its discretion may ask for a security deposit in the amount of three months of expected monthly billing or at their discretion determine an appropriate amount.

3 Suspension or Termination of Service/Disconnection Policy

3.1

FlexITY Solutions Inc. may restrict, block, suspend or terminate any or all of the customer's Services, including 911 service, or without notice to the customer and liability to FlexITY, if

- i. The customer fails to pay an account that is past due;
- ii. The customer fails to provide or maintain a reasonable deposit or alternative when required to do so;
- iii. The customer fails to comply with the terms of a deferred payment agreement;
- iv. The customer breaches contract or noncompliance with any Policies
- v. The customer fails to provide the FlexITY Solutions Inc. with reasonable entry and access, at reasonable hours, to install, inspect, repair and remove its facilities and to perform necessary maintenance in cases of network affecting disruptions involving the customer provided facilities;
- vi. FlexITY Solutions Inc. reasonably believes that there is an emergency or extreme circumstance that would warrant such action.
- vii. The customer's use or permit others to use any of services used for the purpose of making offensive calls or for a purpose or in a manner that would violate any applicable local, provincial, federal or international law.
- viii. FlexITY Solutions Inc. reasonably suspects that the customer has rearranged, disconnected, removed, repaired or otherwise interfered with FlexITY Solutions Inc. equipment or facilities that could adversely affect FlexITY Solutions Inc.'s operations or facilities;
- ix. The customer files for bankruptcy or insolvency proceedings are instituted by or against the customer
- x. The customers violates any provision of FlexITY Solutions Inc.'s contracted Terms of Conditions.
- xi. FlexITY Solutions Inc.'s employees are harassed, threatened or otherwise subjected to unreasonable acts by the customer

3.2

FlexITY Solutions Inc. shall be provided reasonable access to the customer's premises to remove its equipment and facilities. Failure by FlexITY Solutions Inc. to remove its equipment or facilities does not constitute abandonment of such equipment or facilities.



3.3

Suspension or termination does not affect the customer's obligation to pay the amount owed to FlexITY Solutions Inc. and the balance owing shall become due at once upon termination. During any suspension of service, charges will continue to accrue.

3.4

Where the customer has paid in advance for service, FlexITY Solutions Inc. will rebate the portion that was paid for service for the period after the termination date. Any such rebate will first be applied in payment of any amounts the customer owes to FlexITY Solutions Inc.

3.5

Subject to FlexITY Solutions Inc.'s right to refuse service, FlexITY Solutions Inc. will restore service, without undue delay, where the grounds for suspension or termination no longer exist, or a payment or deferred payment agreement has been negotiated. Reconnection charges shall apply.

3.6

Where it becomes apparent that suspension or termination occurred in error or was otherwise improper, FlexITY Solutions Inc. will restore service during business hours on the next working day, at the latest, unless exceptional circumstances do not permit this, and no reconnection charges will apply.

3.7

FlexITY Solutions Inc. cannot guarantee the availability or resumption of any previous telephone numbers following a termination of the customer's services.

3.8

FlexITY Solutions Inc. shall be reimbursed for reasonable collection fees and/or pickup charges in the event that FlexITY Solutions Inc. finds it necessary to enforce collection and/or preserve and protect its rights under its contracted terms and conditions.

3.9

FlexITY Solutions Inc. may apply charges for reconnection If service is terminated for non-payment.



4 911 and SPECIAL Needs Services

4.1 911 Service offering:

FlexITy Solutions Inc. offers fixed and nomadic (see section 7.0 for more details) telephone services. Customers with fixed telephone service are directly connected to the E911 system. Customers with nomadic 911 service are connected to a third party, which will respond to 911 calls, ascertain the customer's location and nature of the emergency, and connect the 911 caller with the appropriate emergency services organization. The type of 911 service offered the customer will be in accordance with legal or regulatory requirements. The fee associated for 911 service will be included in the customer's invoice.

4.2 TDD (Message Relay) Service

The Message Relay Service provides telephone accessibility to persons with hearing and/or speech problems who use TTY devices. A person using a TTY device can place a call via the Message Relay Service by dialing 711. The service is available 24 hours a day and long distance calls are subject to long distance charges if applicable.

5 Confidential Information to be Kept In Confidence

5.1

Privacy and Call Management Features: Call Management services such as Call Display, Call Return, Call Answer and Visual Call Waiting provides telephone number information to the called party. If the customer has concerns with these features or wishes to deactivate them when placing calls, the customer may need to contact Customer Sales & Service for information (service charges may apply).

Call Management features that are designed to help protect the customer's privacy, and are offered by FlexITy Solutions Inc., include:

- Delivery of the privacy indicator when invoked by an end customer;
- Provision of per line call display blocking to qualified end customer;
- Disallowance of Call Return to a blocked number;
- Enforcement of the CRTC's restriction on Automatic Dialing Announcing Devices, Automatic Dialing Devices and unsolicited facsimiles; and
- Provision of universal Call Trace;

5.2

Disclosure of Subscriber Listing Information: In accordance with CRTC requirements, FlexITy Solutions Inc. makes customers' names, addresses and telephone numbers available to publishers of paper and electronic directories and to providers of operator services. The name, address and telephone number can be omitted from these directories/services by requesting, and paying for, a non-published telephone number.



5.3

Confidentiality of customer records: Unless the customer provides express consent, or disclosure is pursuant to a legal power, all the customer's information kept by FlexITY Solutions Inc., other than the customer's name, address and listed telephone number, is confidential and may not be disclosed by FlexITY Solutions Inc. to anyone other than:

- a) The customer;
- b) a person who, FlexITY Solutions Inc.'s reasonable judgment, is seeking the information as the customer's agent;
- c) another telephone company, provided the information is required for the efficient and cost effective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose;
- d) a company involved in supplying the customer with telephone or telephone directory 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;
- e) an agent FlexITY Solutions Inc. retains in the collection of the customer's account or to evaluate the customer's creditworthiness, provided the information is required for, and is to be used only for, that purpose; or
- f) a public authority or agent of a public authority, if in the reasonable judgment of FlexITY Solutions Inc., it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information.

Express consent may be taken to be given when the customer provides:

- i. Written consent;
- ii. Oral confirmation verified by an independent third party;
- iii. Electronic confirmation through the use of a toll free number;
- iv. Electronic confirmation via the Internet;
- v. Oral consent, where an audio recording of the consent is retained by the carrier;
or
- vi. Consent through other methods, as long as an objective documented record of the customer's consent is created by the customer or by an independent third party.

The customer may request, in writing, access to any of the customer's personal information that FlexITY Solutions Inc. holds. FlexITY Solutions Inc. will provide the information requested if the FlexITY Solutions Inc. is provided sufficient details of the information sought to allow FlexITY Solutions Inc. to comply with the request and if reimbursement is given to FlexITY Solutions Inc. for costs if unusual expenses are incurred to provide the information.



6 INDEMNITY and Limitation of Liability

6.1

Limitation of Liability: In no event shall FlexITy Solutions Inc. or any other person who has been involved in the creation, production, or delivery of any goods or services (including, without limitation, Third Party Product, documentation, training services, support services) be liable for any incidental, special, third party, indirect, or consequential damages, loss of business, loss of profits, loss of goodwill or tortious (including negligent) conduct relating to, caused by, or arising out of any breach of obligations, or delay in delivery of the services, or in any connection with the inability of the customer to use the goods or services, even if FlexITy Solutions Inc. has been advised of the possibility for such loss or damages.

6.2

Mutual Indemnity: Without limiting the generality of section 0 hereof, each party agrees to, and does hereby indemnify the other and save it harmless from and against any and all losses, expenses, liabilities, claims (including fines, penalties and interest thereon), demands, actions, charges, expenses costs (including legal costs on a substantial indemnity basis), liabilities and/or damages for or by reason of or in any way arising out of any criminal (including fraudulent) act or omission of each party or any of each party's employees, representatives, agents.

6.3

Force Majeure: In the event that either party hereto is delayed or hindered in the performance or delivering service by reason of strike, lock-outs, labour troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, natural disaster, riots, sabotage, terrorist act, insurrection, war, act of God, or other reasons of a like nature not the fault of such party, then the performance of such act shall be excused for the period of the delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this paragraph will also apply to the customer but shall not operate to excuse the customer from the prompt payment of any fee or other payment due to FlexITy Solutions Inc. pursuant to the provisions for services already rendered and completed.

6.4

Limited Damages: Any damages that FlexITy Solutions Inc. is or may be required to pay for any and all causes, whether for tort, negligence, equity, breach of contract or otherwise, without limitation and regardless of the form of action shall, in the aggregate, including all awards for costs, be absolutely and strictly limited in the aggregate to the amounts paid by the customer or on behalf of the customer to FlexITy Solutions Inc. in respect of the particular Services.



7 911 Emergency Calling Limitations using FlexITy Phone Services

911 Emergency Calling Limitations using FlexITy Phone Services

911 emergency calling using FlexITy Phone Services provides a more limited form of 911 emergency calling than that available using traditional wireline 911 emergency calling. You acknowledge and understand that when You dial 911 using FlexITy Phone Services, Your 911 emergency call will be subject to the following limitations:

1. Your 911 emergency call will be routed to a third party call centre agent designated by FlexITy (an "Operator") before being transferred to the appropriate Public Service Answering Point ("PSAP"); The use of a call centre increases delays related to handling of 911 emergency calls and thus increases the risk to the individual in an emergency calling situation;
2. Like traditional wireline 911 emergency calling, FlexITy Phone Services will provide your last known address to the Operator, but you **must also orally provide the Operator with Your current address and telephone number**. Once You have successfully provided the Operator with all of the required information, the Operator will route Your call to the appropriate PSAP which serves the address you have provided;
3. When making a 911 emergency call, **do not hang up** until requested to do so, and if You are prematurely disconnected, You must call back. The Operator and the PSAP do not have an automatic call back capability although the Operator will attempt to call you back;
4. The 911 emergency call may not be handled by the PSAP in the same way as traditional wireline 911 services;
5. If there is a complete power outage, such outage will prevent all elements of the Service, including 911 emergency calling, from working; and FlexITy Phone Services utilizes an Internet connection and the public Internet. As a result, there is a greater possibility of network congestion, other types of service outages and/or reduced speed in the routing of a 911 emergency call as compared to traditional wireline 911 emergency calling.

If you are not comfortable with the limitations of VoIP 9-1-1 emergency calling, FlexITy recommends that you keep an alternative telephone service, such as a cellular telephone phone, to ensure the reliability of 9-1-1 calling or consider terminating your VoIP service.

User Obligations In Respect of 911 Emergency Calls:

You agree:

1. **To inform** any persons with access to the FlexITy Phone Services being provided to you of the 911 emergency calling limitations set forth in these Terms of Service; and
2. To ensure that your contact information, on file with FlexITy, is always accurate and kept current; and
3. That when installing or moving the location of our Voice over Internet Protocol ("VoIP") telephone from one address to another, You will always make sure that you record the current address and telephone number in a location easily visible from each telephone



connected to the Service so that it can be communicated to the Operator and the PSAP by any potential user of Digital Phone Service in an emergency.

To update your last known address real time, browsing to:

<http://flectel.flexity.ca/terms-of-service/>.

Our third party 911 contact centre will authenticate your address change.

The process is as follows:

- a) Input your complete telephone number including area code without entering any spaces (i.e. 9057873500).
- b) The third party contact centre will then call you back on the telephone number and enunciate a pass code.
- c) You will then enter the pass code and you are then allowed to proceed with the change of address.

Indemnity In Respect of 911 Emergency Calls:

Without limiting the indemnification obligations in these Terms of Service, You further agree to indemnify and hold FlexITY, its officers, directors, employees, suppliers and agents harmless from any and all third party claims or actions arising out of any misrouted, blocked and/or delayed 911 emergency calls made using the FlexITY Phone Services being provided to you.

- **Computer Equipment Compatibility and System Requirements:** Your computer equipment, network configuration (such as firewalls) and related software may have to meet certain minimum requirements and be maintained in certain ways in order to access or use your FlexITY phone. Such requirements may be changed from time to time at FlexITY's sole discretion. Unless otherwise specified by us, You are solely responsible for updating or maintaining your computer equipment, network configuration and software as necessary to meet such requirements, and You may not be entitled to customer support from FlexITY if You fail to do so.
- **Technical Support:** FlexITY Phone support includes general technical support. Questions and problems arising from the installation, configuration, operation and use of software and hardware other than those provided by FlexITY, are outside the scope of FlexITY technical support.
- We limit our liability to you in respect of our 911 Dialing service as we do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response centre and we rely on third parties to assist us in routing 911 Dialing calls to local emergency response centres and to a national emergency calling centre.



8 How to Contact us

8.1 How to Contact Us

Customers and potential customers may contact FlexITY Solutions Inc. regarding our Services, general questions or complaints any of the following ways:

Telephone 1-866-779-3539

Web: www.flexity.ca/contact.php

e-mail: info@flexity.ca

Write to FlexITY Solutions:

Attn: Customer Relations Manager

45 Vogell Road, 8th Floor

Richmond Hill, ON

L4B 3P6