



**VOICE OVER INTERNET SERVICES
SERVICE DESCRIPTION AND TERMS AND CONDITIONS**

PART I - GENERAL

Service Agreement

1. This Services Description and Terms and Conditions for VoIP Services (the "**Service Provisions**") constitute part of any agreement (the "**Agreement**") between Niagara Regional Broadband Network Limited (the "**Supplier**") and the Customer identified in the Agreement (the "**Customer**") which expressly incorporates by reference these Service Provisions. These Service Provisions and any other any Terms and Conditions, Policies, Service Descriptions and other provisions expressly incorporated by the Agreement collectively constitute the "**Terms and Conditions**". The Agreement and all Terms and Conditions collectively constitute the "**Service Agreement**".

Application of Terms and Conditions

2. These Service Provisions provide a description of, and the terms and conditions that relate specifically to, the particular "Services" (as defined herein) being provided by the Supplier to the Customer. These Service Provisions together with the other parts of the Service Agreement comprise the entire basis and agreement upon which the Services are provided by the Supplier to the Customer.

Definitions

3. "**VoIP Services**" or "**Services**" means those services for the transmission of real-time, multidirectional voice communications over the Internet provided by and through, and as from time to time defined by, the Supplier's third party "Voice over Internet Protocol" hosting contractor (the "**VoIP Host**") from time to time.

Definitions in Service Agreement

4. Terms used and not defined herein shall have the meanings given thereto elsewhere in the Service Agreement.

PART II – VoIP SERVICES

Necessary VoIP Protocols Included

5. The VoIP Services provided by the Supplier will include all protocols (including SIP or H₃₂₃ protocols) required for the VoIP Service to function over the access to the Internet separately subscribed for by the Customer from the Supplier.

VoIP Service Attributes & VoIP Host

6. The attributes of the VoIP Services shall be the attributes of the voice over Internet protocol services provided by the VoIP Host at any particular time, which attributes may change from time to time. The VoIP Services are subject to

the limitations of the services provided by the VoIP Host. The Supplier may change the VoIP Host from time to time. The Supplier shall inform the Customer of the attributes of the services provided by the VoIP Host and of any changes thereto from time to time together with any changes in the VoIP Host. The VoIP Services are intended for, and are restricted to, live conversation between individuals and may not be used otherwise, which includes not being used for recorded information lines, monitoring services, data transmissions, transmission of broadcasts or transmission of any recorded material.

Provision of Services

7. The Supplier will use commercially reasonable efforts to provide the VoIP Services to the Customer in accordance with the Services Agreement. Notwithstanding this, inasmuch as the VoIP Services are provided to the Customer by and through the VoIP Host, a third party, the VoIP Services are provided "as is" and "as available" and without warranty or representations of any nature whatsoever, express or implied. Specifically, the Supplier does not warrant or guarantee: (i) error-free, uninterrupted or private use or operation of the VoIP Services; (ii) that voice or data communications will be transmitted or received in uncorrupted form or within a reasonable period of time or will not be intercepted; (iii) that other users will not gain access to your computer; or (iv) that any content accessible through the VoIP Services will be free of viruses, spam or other harmful components or will not be subject to caching at intermediate locations on the VoIP. The Supplier is not responsible for degradation or interruption of the VoIP Services due to any reason whatsoever, including mechanical or technical failure or excessive use. The Customer will not be entitled to any refund or other compensation whatsoever for any degradation or interruption of the VoIP Services except as expressly provided for herein. The Supplier assumes no responsibility for the Customer's use of the Internet in connection with the VoIP Services.

PART III – THE CUSTOMER

Customer's Obligations, Generally

8. Subject to express contrary provision elsewhere in a Service Agreement, the Customer shall be solely responsible for the provision and maintenance of all equipment necessary to access the VoIP Services except any equipment provided by or through the Supplier pursuant to the Service Agreement.

Customer's Obligations re VoIP Host

9. The VoIP Host requires that the Customer enter into an agreement (a "**Retail Agreement**") with the Supplier containing provisions stipulated by the VoIP Host dealing with and recognizing the limitations of VoIP Services with respect to

access to and operation of 9-1-1 emergency calling. The Supplier shall provide the Customer with the form of Retail Agreement. The Customer accepts and agrees that, unless the Customer signs a Retail Agreement with the Supplier, no VoIP Services will be provided by the Supplier to the Customer, and that the Supplier may terminate the Service Agreement with respect to the provision by the Supplier to the Customer of VoIP Services immediately upon notice to the Customer. Should the Supplier change the VoIP Host, as the Supplier may from time to time, and the new VoIP Host not accept the existing Retail Agreement, then the Customer, as condition for continuing to receive the VoIP Services, shall enter into a new Retail Agreement with the Supplier or the new VoIP Host as reasonable required by the new VoIP Host.

Security Measures and Fraud

10. The Customer shall be responsible for establishing and maintaining appropriate and sufficient security measures to control access to transmissions using the VoIP Services and to protect against improper and unauthorized use of the VoIP Services, including against, but not limited to, abuses generally referred to as “toll fraud” or “communications fraud”.

Supplier Not Liable to Third Parties or for Third Party Charges due to Use of the VoIP Services

11. The Supplier shall not be liable to pay or otherwise responsible for howsoever, and the Customer shall pay and fully indemnify the Supplier with respect to: (i) any and all liability to third parties incurred through or in relation to the use of the VoIP Services by the Customer or third parties; and (ii) for any and all charges to the Customer, a third party or the Supplier howsoever incurred through or in relation to the use of the VoIP Services by the Customer or third parties.

Customer initials