
CUSTOMER TERMS & CONDITIONS

*Please Note: These Terms and Conditions are applicable to users with existing Agreements as of May 31, 2017 that are still in their initial one year term, or are in a month-to-month renewal term but have not yet received notice that their Terms and Conditions have been amended to the most current version of **ACN's Terms and Conditions**.*

Thank you for selecting ACN Digital Phone Service, a broadband voice-over-Internet-protocol (“VoIP”) phone service (the “Service”), that includes related products or devices used in conjunction with the Service such as Family Plan, ACN Companion, analog terminal adapters, video phones, routers or any other IP connection device used with the Service that is provided by ACN (collectively, “Device” or “Devices”) offered by All Communications Network of Canada Co., with offices located at the following address: P.O. Box 720, Station B, Montreal, Quebec, H3B 3K3 (“ACN”).

These Customer Terms & Conditions (the “Agreement”) are between you (“you” or “customer”) and ACN for the use of the Service. You must enter into this Agreement by selecting the checkbox under terms and conditions and clicking the “Continue” button during the online registration process in order to use the Service. If you do not affirmatively agree to be bound by the Agreement online by selecting the checkbox and clicking “Continue” during registration, you will not be permitted to continue with the registration process. You understand that by selecting the terms and conditions box, or any button or link required during the sign-up process, you approve of the text preceding, and are entering into a legally binding agreement with ACN. You hereby agree to the use of electronic communication in order to enter into contracts and to place orders, and agree to the electronic delivery of notices, policies and records of transactions initiated or

completed with respect to the Service. You further waive any rights or requirements under any laws or regulations in any jurisdiction, to the extent permitted under applicable law, which require an original (i.e., non-electronic) signature or delivery or retention of non-electronic records.

If you are residing in a jurisdiction which restricts the use of Internet-based applications according to age, or which restricts the ability to enter into agreements such as this Agreement according to age, and you are under such age limit, you may not enter into this Agreement or use the Service. Furthermore, if you are residing in a jurisdiction where it is forbidden by law to use the Service, you may not enter into this Agreement and you may not use the Service. By entering into this Agreement, you explicitly state that you have verified in your own jurisdiction that your use of the Service is allowed.

This Agreement contains the terms and conditions of ACN's services and governs the relationship between you and ACN. The Agreement with ACN consists of these terms and conditions, information contained on ACN's website including the Acceptable Use Policy and Privacy Policy, and the current terms of any optional calling plan, service, promotion, and/or authorized written communication you have received from ACN, each of which are incorporated by reference into this Agreement.

BY ENROLLING IN, USING, OR PAYING FOR ACN'S SERVICES, YOU AGREE TO THE RATES, CHARGES, TERMS AND CONDITIONS AND ACCEPTABLE USE POLICY SET FORTH IN THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, THEN DO NOT USE ACN'S SERVICES, AND IMMEDIATELY CONTACT ACN CUSTOMER SERVICE.

CUSTOMER TERMS & CONDITIONS

For purposes of this Agreement, “you” means the Customer or subscriber, defined as either (i) the person identified in ACN’s account records as responsible for payment of all charges; and (ii) any other person with actual or apparent authority to represent that person or to use the service(s). ACN will assume that any person able to provide your name, address, password, and/or other information that is not publicly available, is authorized by you to receive information about, and make changes to your account, including adding new services.

1. EMERGENCY SERVICES - 911 DIALING

1.1 For a description of 911/E911 limitations for ACN Digital Phone Service subscriber lines see below.

1.2 LIMITED AVAILABILITY OF TRADITIONAL 911/E911 SERVICES

You acknowledge that ACN does not offer access to emergency services in a manner similar to that provided by wireline telephone services that are commonly referred to as either 911, or Enhanced 911 (“E911”). While our system supports 911 calling in the majority of the country, there is a difference from the 911 services that may be available with traditional telephone service in your area and the 911 service that you receive with your ACN Digital Phone Service. Both the 911 services and the Enhanced 911 (E911) services available with traditional telephone service send the call directly to the emergency response center. Additionally, with E911 service, the telephone number and address are immediately visible to the emergency response center call-taker. With your ACN Digital Phone Service, your call is sent directly to a national emergency call center. The call center operator will confirm your location and information. Then the call will be transferred to the emergency response center nearest your location.

You should be prepared to confirm your address and phone number if required. Given the Service’s limitations, you should have an alternative means of accessing 911 services.

1.3 NOTICE

You should inform household residents, guests and other third parties that may be present at the location where you make use of the Service of the limitations associated with the Service’s access to emergency services when the digits “ 9-1-1 “ are dialed. Specifically, you should advise such people of the potential unavailability and other limitations on 911, as detailed in this Agreement. Any Device that you use with the Service, along with any traditional telephone handsets connected to the Device, should include a warning sticker that informs any person who uses your account, with or without your permission, to access the Service (each a “User”) of the potential unavailability of E911 services. Warning stickers should have been included with the Device and it is your responsibility to ensure that the labels are properly affixed to all Devices and handsets. Should you need additional or replacement stickers, please contact our Customer Care at the number found on www.myacncanada.ca.

1.4 REGISTRATION OF PHYSICAL LOCATION REQUIRED

ACN contracts with third parties to provide access to emergency services that includes call-back and location information in some locations. This type of access to emergency services is not offered in all areas of the country, but instead depends on the capabilities of each individual Public Safety Answering Point (“PSAP”) as well as the ability of our third-party provider to offer such capabilities with VoIP calls. In those areas where offered and subject to the limitations of its third party providers, ACN, will route your

CUSTOMER TERMS & CONDITIONS

emergency call to the PSAP with your telephone number and Service Address information (as provided at the time of Service sign-up). You hereby authorize ACN to disclose your name, telephone number, Service Address information, and other relevant identifying information to third-party service providers, including, but not limited to, call routers, call centers and PSAPs, for the purpose of dispatching emergency services personnel to your Service Address. Additionally, you need to update the address of the location of your phone with ACN since the operator may assume that you are at the address registered with ACN, which may not necessarily match your location if you have moved the phone, if you are not able to speak during the 911 call.

1.5 911 SERVICE OUTAGES

1.5.1 Service Outages Due to Power Failure or Disruption

The Service, including 911 dialing, does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including 911 dialing. You acknowledge that ACN is not responsible for Service outages due to power failure or disruption or any other impediment to your usage of the Service, and any loss of service, including 911 dialing, that may result. In the event you lose Service as a result of power failure or disruption or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you terminate the Service in accordance with this Agreement. In the event of outages due to a power failure or disruption, you agree that ACN is not required

to provide you any credits or any other form of remuneration for the disruption of your Service.

1.5.2 Service Outages Due to Internet Outage or Suspension or Termination of Broadband Service or Internet Service Provider (“ISP”) Service

Service outages or suspensions or terminations of service by your broadband provider or ISP will prevent all Service, including 911 dialing, from functioning. You acknowledge that ACN is not responsible for Service outages due to Internet outage or suspension or termination of broadband or ISP service by your ISP or broadband provider or any other impediment to your usage of the Service, and any loss of Service, including 911 dialing, that may result. In the event you lose Service as a result of an Internet outage or suspension or termination of your broadband or ISP service provider or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you terminate the Service in accordance with this Agreement. You agree that ACN is not required to provide you any credits or any other form of remuneration for the disruption of your service in the event of outages resulting from outages, suspensions or termination of service by your broadband provider or ISP.

1.5.3 Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts

Your ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. In that event, provided that you alert us to this situation, ACN will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your service is impeded, and unless and until the blocking or impediment

CUSTOMER TERMS & CONDITIONS

is removed or the blocking or impediment is otherwise resolved, your Service, including 911 dialing, may not function. You acknowledge that ACN is not responsible for the blocking of ports by your ISP or broadband provider or any other impediment to your usage of the Service, and any loss of service, including 911 dialing, that may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you terminate the Service in accordance with this Agreement. In the event of outages due to your broadband provider or ISP blocking the ports over which Service is provided, you agree that ACN is not required to provide you any credits or any other form of remuneration for the disruption of your Service.

1.5.4 Service Outage Due to Suspension or Termination of Your ACN Account

Service outages due to suspension or termination of your account will prevent all Service, including 911 dialing, from functioning.

1.5.5 Other Service Outages

If there is a Service outage for any reason, such outage will prevent all Service, including 911 dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

1.6 NETWORK CONGESTION: REDUCED SPEED FOR ROUTING OR ANSWERING 911 CALLS

There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

1.7 ACN FAMILY PLAN IS NOT AN INTERCONNECTED SERVICE AND THEREFORE NEITHER E911 NOR 911 IS AVAILABLE ON ACN FAMILY PLAN SUBSCRIBER LINES.

1.8 ALTERNATE 911 / E911 ARRANGEMENTS

IF YOU CARE TO AVOID THE LIMITATIONS OF ACN'S SERVICE WITH RESPECT TO 911 DIALING, YOU SHOULD OBTAIN AN ALTERNATE MEANS OF ACCESSING TRADITIONAL 911 OR E911 SERVICES, DEPENDING ON THE CAPABILITIES OF THE EMERGENCY RESPONSE CENTER RESPONSIBLE FOR YOUR LOCATION.

1.9 911 / E911 LIMITATION OF LIABILITY

AS ALLOWED BY PROVINCIAL LAW, IN NO EVENT SHALL ACN ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS OR ANY OTHER THIRD-PARTY PROVIDER OR ITS OFFICERS, DIRECTORS OR EMPLOYEES WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS. YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO 911 DIALING UNLESS IT IS PROVEN THAT THE ACT OR OMISSION PROXIMATELY CAUSING THE CLAIM, DAMAGE, OR LOSS CONSTITUTES GROSS NEGLIGENCE, RECKLESSNESS, OR INTENTIONAL MISCONDUCT ON THE PART OF ACN.

ACN DOES NOT HAVE ANY CONTROL OVER WHETHER, OR THE MANNER IN WHICH, 911 CALLS USING OUR SERVICE ARE ANSWERED OR ADDRESSED BY ANY LOCAL EMERGENCY RESPONSE CENTER. ACN DISCLAIMS ALL RESPONSIBILITY FOR THE CONDUCT OF LOCAL EMERGENCY RESPONSE CENTERS

CUSTOMER TERMS & CONDITIONS

AND THE NATIONAL EMERGENCY CALLING CENTER. ACN RELIES ON THIRD PARTIES TO ASSIST US IN ROUTING 911 CALLS TO LOCAL EMERGENCY RESPONSE CENTERS. ACN DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT SUCH THIRD PARTY DATA USED TO ROUTE CALLS IS INCORRECT OR YIELDS AN ERRONEOUS RESULT.

1.10 ACN COMPANION

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT TO THE CONTRARY, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT (i) ACN COMPANION IS NOT INTENDED, DESIGNED OR FIT FOR PLACING, CARRYING OR SUPPORTING EMERGENCY CALLS; (ii) THAT THE SOFTWARE IS NOT INTENDED, DESIGNED OR FIT FOR PLACING, CARRYING OR SUPPORTING ANY CALL TO ANY EMERGENCY SERVICE OR ANY CALL FOR THE PURPOSE OF OBTAINING ASSISTANCE, HELP OR AID IN THE EVENT OF AN EMERGENCY; and (iii) NEITHER ACN NOR ANY OF ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AGENTS, PARTNERS, OR EMPLOYEES ARE OR WILL BE LIABLE TO YOU OR ANY THIRD PARTY IN ANY RESPECT FOR ANY COSTS OR DAMAGES ARISING EITHER DIRECTLY OR INDIRECTLY FROM THE USE OF THE SOFTWARE FOR EMERGENCY CALLS, INCLUDING CALLS TO EMERGENCY SERVICES AND CALLS FOR THE PURPOSE OF OBTAINING ASSISTANCE, HELP OR AID IN THE EVENT OF ANY EMERGENCY.

2. SERVICE

2.1 TERM

There is a two year service commitment when you sign-up and/or purchase your Video Phone device,

one year for analog telephone adapter (“Initial Term”). Thereafter, this Agreement automatically renews on a month-to-month basis (each, a “Renewal Term”) unless you give ACN written notice or contact ACN via email or telephone of non-renewal at least ten (10) days before the expiration date of the then-current Initial Term or Renewal Term . As stated in Section 4.2 and as allowed by Provincial Law, monthly recurring charges are charged in full as of the first day of a billing cycle and will not be pro-rated if service is disconnected prior to the end of that billing period. Additionally, you will be responsible for any usage-based charges and any applicable termination penalties that may apply to any services cancelled. ACN may also charge and collect retroactively early termination, overage, disconnect usage and other charges not previously charged and collected. Expiration of the term or termination of Service does not excuse the Customer from paying all unpaid, accrued charges due in relation to the Agreement.

2.2 EARLY TERMINATION

APPLICABLE IN ALL PROVINCES EXCEPT QUÉBEC: The terms under which you may cancel this Agreement without penalty are set forth in Section 2.8 below. If you purchase a Device with your Service and, during the Initial Term for such Device, you cancel that Service other than as set forth in Section 2.9 or ACN cancels that Service as set forth in Section 4.5 below, an early termination fee of \$199.99 will apply for the Video Phone and \$59.99 for the analog telephone adapter (ATA). This fee will be prorated down by \$5.00 for each month of service in the case of the Video Phone.

APPLICABLE IN QUÉBEC ONLY: You may terminate this Agreement at any time by contacting ACN Customer Service or sending written notice

CUSTOMER TERMS & CONDITIONS

to ACN, subject to the following provisions. The terms under which you may cancel this Agreement without penalty are set forth in Section 2.8 below. If you entered into this Agreement prior to June 30, 2010, and wish to cancel a Service during the Initial Term other than pursuant to Section 2.8, an early termination fee will apply as set forth in the immediately preceding paragraph. If you entered into this Agreement on or after June 30, 2010, and wish to cancel a Service during the Initial Term other than pursuant to Section 2.8, an early termination fee will apply. The early termination fee is calculated based on the value of the economic inducement you received when you entered into your service agreement and the amount of time unfulfilled on your service agreement at the time of termination. The value of the economic inducement is equal to the retail price of the device received (for a Video Phone the retail price is \$349,99, and for the ATA the retail price is \$99,99) less the pre-tax amount you actually paid for your device as shown on your initial order. The difference in these two amounts is the "Subsidy Amount". The early termination fee is equal to the Subsidy Amount multiplied by a fraction representing the number of remaining unfulfilled months in your Agreement at time of termination as compared to the total number of months committed to in your Agreement.

2.3 LAWFUL USE OF SERVICE

2.3.1 Account, Password and Security

When you complete the online registration form, you agree to provide accurate, current, and complete information about yourself, including without limitation name, address and credit card or other payment method information (the "Personal Data"), and to maintain and update your Personal Data to keep it accurate, current, and complete. You may maintain or update

your Personal Data via your ACN Digital Phone Service online account. You agree that ACN shall have no obligation to verify the Personal Data. You agree that ACN may rely on your Personal Data as accurate, current, and complete and you consent to use of Personal Data for any purpose by ACN and others involved in provision of the Service. You agree that if your Personal Data is untrue, inaccurate, not current, or incomplete in any respect, that ACN shall have the right, in addition to its other rights and remedies, to terminate your Service. For information regarding ACN's Privacy Policy and use of Personal Data, please go to www.mycanada.ca. You also must choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account, including any use of your account by any other person (a "User"). You agree to notify ACN immediately of any unauthorized use of your account or any other breach of security. ACN will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by ACN or another party due to someone else using your account or password. You may not use anyone else's account at any time without the permission of the account holder. ACN may collect and use your personal information to offer you products and services that may be of interest to you. ACN does not disclose your personal information to third parties for marketing purposes. Your Personal Data will be held by ACN in a customer file titled with your name at ACN's parent company's (ACN, Inc.) Corporate Headquarters at 1000 Progress Place, Concord, NC 28025-2449, and it will be available

CUSTOMER TERMS & CONDITIONS

to ACN employees, contractors, or agents involved in the administration and operation of the Services who require such access and use for the performance of their duties and responsibilities. You have a right to access and rectify your personal information contained in the file that may be obsolete, incomplete or incorrect by writing ACN, Attention: Privacy Officer at P.O. Box 720, Postal Station B, Montreal, QC, H3B 3K3, or by telephone at 1-888-383-8226. You acknowledge that the use of the Service confirms your acceptance of these Terms of Service.

2.3.2 Use of Service

Unless otherwise specified, the Services are for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from using the Services. In addition, you agree that if you or any User uses the Service in a manner that violates or attempts to violate the Acceptable Use Policy, ACN reserves the right to terminate your Service and the Agreement immediately and without advance notice, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges (including any overage charges), plus a disconnect fee where permitted by law. You acknowledge and agree that all of such charges will immediately become due and payable and you consent to ACN, at ACN's discretion, immediately charging such amounts to your credit card or other payment method or electronically withdrawing such amounts from your bank account. You are liable for any and all use of the Service by yourself and any User. If ACN, believes that you have violated the above restrictions, ACN may, in addition to its other rights and remedies, forward the objectionable material, as well as your communications with

ACN and your Personal Data and other personally identifiable information to the appropriate authorities for investigation and prosecution and you hereby consent to such forwarding.

2.3.3 Residential Use of Service and Device

If you subscribe to ACN 's residential services, the Service and any associated Devices are provided to you solely for residential use. You shall not resell or transfer the Service or the Device to another party without our prior written consent. You are prohibited from using the Service or the Device for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. ACN reserves the right to immediately terminate or modify your Service if your use of the Service or the Device is, or at any time was, inconsistent with normal residential usage patterns. If ACN terminates your Service for the foregoing reason, you agree to be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges (including any overage charges), plus a disconnect fee where permitted by law. You acknowledge and agree that all of such charges will immediately become due and payable and you consent to ACN, at ACN's discretion, immediately charging such amounts to your credit card or other payment method or electronically withdrawing such amounts from your bank account.

2.3.4 Use of Service by Customers Outside North America

While we encourage use of the Service within North America to call other countries, ACN does not presently offer or support the Service to customers located in other countries. If you use the Service or Device from any country other

CUSTOMER TERMS & CONDITIONS

than North America, you do so at your own sole risk, including the risk that such activity violates local laws in the country where you do so. You are liable for any and all such use of the Service by yourself or any person making use of the Service provided to you. ACN reserves the right, in addition to its other rights and remedies, to terminate your Service immediately and without advance notice if you are using the Service or Device outside of North America. If ACN terminates your Service for the foregoing reason, you agree to be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges (including any overage charges), plus a disconnect fee where permitted by law. You acknowledge and agree that all of such charges will immediately become due and payable and you consent to ACN, at ACN's discretion, immediately charging such amounts to your credit card or other payment method or electronically withdrawing such amounts from your bank account.

2.3.5 Blocking of Service

ACN may, without prior written notice, and consistent with applicable laws or regulations, block traffic to or from specific countries, cities, or NPA/NXX codes when ACN deems it necessary to take such blocking action to prevent: (i) the unlawful use of its services; (ii) the use of service in violation of this Agreement; (iii) nonpayment for service; or (iv) network blockage or degradation of service to ACN's customers. Service will be restored as soon as it can be provided following resolution of the applicable issues as described herein.

2.4 LOSS OF SERVICE DUE TO POWER FAILURE OR INTERNET SERVICE OUTAGE OR TERMINATION OR SUSPENSION OR TERMINATION BY ACN

As detailed above in Section 1, you acknowledge

and understand that the Service does not function in the event of power failure. You also acknowledge and understand that the Service requires a fully functional broadband connection to the Internet (which is not provided by ACN Digital Phone Service) and that, accordingly, in the event of an outage of, or termination of service with or by, your ISP and/or broadband provider, the Service will not function, but that you will continue to be billed for the Service unless and until you or ACN terminate the Service in accordance with this Agreement. Should there be an interruption in the power supply or Internet outage, the Service will not function until power is restored or the Internet outage is cured. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service. Power disruptions or failures or Internet outages will also prevent dialing to emergency service numbers including the E911 calling feature. Should ACN suspend or terminate your Service, the Service will not function until such time as ACN restores your Service (which may require payment of all invoices and reconnection fees owed by you or cure of any breach by you of this Agreement). In the event of outages due to Internet or power failure, you agree that ACN is not required to provide you any credits or any other form of remuneration for the disruption of your Service.

2.5 NON-VOICE SYSTEMS

You acknowledge that the Service is not set up to function with outdialing systems including digital video recording systems, home security systems, medical monitoring equipment, fax machines and satellite TV systems. YOU AGREE THAT YOU HAVE NO CLAIM AGAINST ACN FOR INTERRUPTION OR DISRUPTION OF SUCH SYSTEMS BY THE SERVICE.

2.6 COPYRIGHT / TRADEMARK / UNAUTHORIZED USAGE OF FIRMWARE OR SOFTWARE

2.6.1 Service Generally.

The Service and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, and all services, information, documents and materials on ACN's website(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") incorporated into the Service are and shall remain the exclusive property of ACN or its providers and nothing in this Agreement shall grant you the right or license to use any of such marks. In addition, all intellectual property rights in any aspect of the Service, including without limitation all computer code, audio, graphics, multimedia, images, sounds, and text, are owned exclusively by ACN or its providers and are protected by United States and/or Canadian copyright laws and international copyright treaty provisions. Any unauthorized use or appropriation of the intellectual property embodied in or incorporated into any aspect of the Service is expressly prohibited by law and may result in severe civil or criminal penalties. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software. You are NOT allowed to use interface

devices not provided by ACN with the Service and the Service is not intended to work with such devices. Notwithstanding this prohibition, if for some reason you attempt to use the Service through an interface device not provided by ACN, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that interface device with the Service. Further, you agree that any such use of an interface device not provided by ACN excludes ACN from any liability from such use and further, you agree that any warranties that might otherwise apply to the Service are voided as a result of such use.

2.6.2 ACN Companion.

Notwithstanding anything to the contrary in this Agreement, this Section shall apply to ACN Companion. This Agreement grants you a personal, non-exclusive, non-transferable, non-sublicensable right to install, use, access, display and run one copy of the ACN Companion software on a single computer, such as a workstation, terminal or other device ("Workstation Computer"). ACN Companion may not be used by more than one processor at any one time on any single Workstation Computer. ACN reserves all rights in the ACN Companion software not expressly granted herein, including without limitation ownership and proprietary rights. You may not reproduce or distribute the ACN Companion software for any purpose whatsoever. Without limiting the foregoing, you may not copy or upload the ACN Companion software or any part thereof to any server or location for reproduction or distribution. You may not reverse engineer, decompile, disassemble, translate, reconstruct, transform or extract the ACN Companion software or any portion of the ACN Companion software. You may not publish the ACN Companion software or any related license numbers. ACN reserves the right to modify the ACN Companion software in any manner whatsoever, at any time, without providing

CUSTOMER TERMS & CONDITIONS

notice to you. The restrictions contained herein apply equally to any modifications or updates to the ACN Companion software that you may obtain.

2.7 DELIVERY OF AND RISK OF LOSS TO DEVICES

To provide the Services, ACN may provide Device(s) to you. All Device shipments are F.O.B. ACN 's facility. ACN's liability for delivery shall cease, and title (if applicable) and all risk of loss or damage shall pass to you upon delivery to the carrier who delivers the Device to your address. You will own any Device that is part of the Service and bear all risk of loss of, theft of, casualty to or damage to the Device subject to the limited warranty provided in Section 5.3.1. Any delivery and payment for delivery of the Device by ACN is solely performed as a convenience to you and in no way shifts the risk of loss or damage from you to ACN.

2.8 CANCELLATION AND RETURNS

2.8.1 Customer's right to cancel

If you cancel your Service within the applicable timeframes specified in this Section 2.8.1 (the "Cancellation Period"), and return you Device in accordance with Section 2.8.2 during the Cancellation Period, you shall receive a full refund for the Device minus the shipping and handling charges for the delivery of the Device to you.

APPLICABLE IN ONTARIO ONLY: Your Rights Under the Consumer Protection Act 2002

You may cancel this Agreement at any time during the period that ends ten (10) days after the day you receive a written copy of the Agreement. You do not need to give ACN a reason for cancelling during this 10-day period. If ACN does not make delivery within 30 days after the delivery date specified in this Agreement or if ACN does not begin performance of its obligations within 30 days after the commencement date specified in

this Agreement, you may cancel this Agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance. If the delivery date or commencement date is not specified in this Agreement and ACN does not deliver or commence performance within 30 days after the date this Agreement is entered into, you may cancel this Agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance. In addition, there are other grounds that allow you to cancel this Agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Consumer and Business Services.

To cancel this Agreement, you MUST call ACN Customer Care at 888-383-8226 or write to the address set forth below, by any means that allows you to prove the date on which you gave notice. If you cancel this Agreement, ACN has fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance). However, if you cancel this Agreement after having solicited the goods or services from ACN and having requested that delivery be made or performance be commenced within ten (10) days after the date this Agreement is entered into, ACN is entitled to reasonable compensation for the goods and services that you received before the earlier of the 11th day after the date this Agreement was entered into and the date on which you gave notice of cancellation to ACN, except goods that can be repossessed by or returned to ACN.

CUSTOMER TERMS & CONDITIONS

APPLICABLE IN ALL PROVINCES EXCEPT

ONTARIO: You may cancel this Agreement from the day you enter the Agreement until 10 days after you receive a copy of this statement of cancellation rights. You do not need a reason to cancel. If you do not receive the goods or services within 30 days of the date stated in this Agreement, you may cancel this Agreement within one year of the contract date. You lose that right if you accept delivery after 30 days. There are other grounds for extended cancellation. For more information, you may contact your provincial/territorial consumer affairs office. If you cancel this contract, ACN has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods.

To cancel, you **MUST** call ACN Customer Care at 888-383-8226 or give notice of cancellation at the address set forth below. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax, or by personal delivery.

ADDRESS FOR NOTICE: P.O. Box 720, Postal Station B, Montreal, Quebec H3B 3K3

IMPORTANT INFORMATION

PLEASE NOTE: If you decide to cancel your service with ACN, you should make arrangements to switch your service to your chosen service provider. Failure to do so could result in an interruption to your service.

2.8.2 Return Process

All returns of Devices, whether during the Cancellation Period or in connection with the warranty provided in Section 5.3.1, shall be in original packaging. You shall be responsible for all costs related to shipping the Device to ACN. Any Device returned to ACN without prior authorization for its return or not in original

packaging may be refused by ACN. In order to return any Device to ACN, you must obtain a return material authorization (RMA) number from ACN by calling ACN Customer Care, at 888-383-8226, and return the Device to the address provided by ACN undamaged and in good working condition, in its original packaging with its original contents. Failure to follow these procedures will prevent you from receiving any refund for the Device or warranty repair service. ACN will provide a replacement Device only if the Device is deemed to be defective and covered under the warranty provided in Section 5.3.1. ACN will not cover replacement for damaged, lost, stolen or modified Devices. Any Device returned by you that is not covered under warranty may be refused by ACN, and you will be responsible to pay return shipping charges.

2.9 TAMPERING WITH THE SERVICE OR DEVICES

You agree not to, and not to allow any User to, hack or disrupt the Service or Devices or to make any use of the Service or Devices that is inconsistent with its intended purpose or to attempt to do so.

2.10 THEFT OF SERVICE

You shall notify us immediately, in writing or by calling ACN Customer Care at 888-383-8226, if the Device is stolen or if you become aware at any time that your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you call or write, you must provide your account number and a detailed description of the circumstances of the Device theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. Until such time as ACN receives notice of the theft, fraudulent use or unauthorized use, you will

CUSTOMER TERMS & CONDITIONS

be liable for all use of the Service using a Device stolen from you and any and all stolen, fraudulent or unauthorized use of the Service.

2.11 SERVICE DISTINCTIONS

You acknowledge and understand that the Service is not a telephone service. Important distinctions (some, but not necessarily all, of which are described in this Agreement) exist between telephone service and the Service provided by ACN. You acknowledge and understand that this treatment may affect your rights of redress before Federal or Provincial governments or telecommunications regulatory agencies.

2.12 NO 0+ CALLING; MAY NOT SUPPORT X11 CALLING

ACN's Service does not support 0+ calling (including without limitation collect, third party billing or calling card calling). ACN's Service may not support 311, 511, 976, 900 and/or other x11 (other than 911 and 411, which are provided for elsewhere in this Agreement) services in one or more (or all) service areas.

2.13 LOCAL NUMBER PORTABILITY (LNP)

If you wish to transfer/port an existing telephone number to your ACN Digital Phone Service, you may do so, if technically feasible. ACN provides a temporary telephone number for all customers transferring their existing telephone number. You must follow the online instructions for switching your phone number. Family Plan lines are excluded from porting. Family Plan lines are excluded from porting.

During the online ordering process, you may initiate the transfer/port process by providing an electronic signature or Letter of Authorization which will begin the transfer/port process. Once the LNP process is initiated, this transfer may not be cancelled or interrupted by you. In the event

that ACN is unable to transfer your telephone number due to technical or other issues, it will notify you and explain the options available to you. If you are porting a phone number to ACN, ACN may not be able to provide you some services, such as 911 location services, immediately. ACN recommends that you do not cancel your old service, or make changes to the service itself, until the porting process is complete as this will interrupt your transfer to ACN. You may contact your provider to confirm your services have been cancelled once ACN has confirmed the transfer of your number.

You may be able to take, or port, your current ACN Digital Phone Service phone number to another service provider. If you request your new service provider to port a number from us, and ACN receives your request from that new service provider, ACN will treat it as notice from you to terminate our Service for that number upon successful completion of porting and a one-time charge of \$14.99 per telephone number will apply. After the porting is completed, you will not be able to use our Service for that number. As allowed by Provincial Law, you'll remain responsible for any early termination fee, and for all fees and charges through the end of that billing cycle, just like any other termination.

YOU ACKNOWLEDGE THAT AS PART OF THE SIGN-UP PROCESS FOR ACN DIGITAL PHONE SERVICE, YOU HAVE CONFIRMED YOU HAVE WORKING BROADBAND SERVICE. IF YOU REQUEST TO PORT YOUR NUMBER AND YOU DO NOT HAVE BROADBAND SERVICE, YOUR NUMBER COULD PORT, BUT YOU WILL NOT HAVE SERVICE AND WILL NOT HAVE ACCESS TO 911 CALLING.

3. CHANGES TO THIS AGREEMENT

APPLICABLE IN ALL PROVINCES OTHER THAN QUÉBEC:

ACN may change this Agreement, including the Acceptable Use Policy, Privacy Policy and rates applicable to the Service, from time to time, in its sole discretion. Notice of such changes will be deemed to be effective on the date the updated Agreement is posted to the ACN web site. You may review the current Agreement, including the Acceptable Use Policy, Privacy Policy and rates applicable to the Service, at any time by visiting www.myacncanada.ca. Please review these documents at www.myacncanada.ca periodically to familiarize yourself with the most current version. This Agreement as posted supersedes all previously agreed to electronic and written versions of this Agreement.

APPLICABLE IN QUÉBEC ONLY: During the Initial Term, ACN may from time to time change certain non-essential elements of this Agreement, including the Acceptable Use Policy and Privacy Policy. During any Renewal Term, ACN may change certain essential or non-essential elements of this Agreement. In either instance, if ACN changes this Agreement, at least thirty (30) days before the amendment comes into force it will send to you a written notice drawn up clearly and legibly, setting out the new clause only, or the amended clause and the clause as it read formerly, the date of the coming into force of the amendment, and your rights. If such amendment increases your obligations or reduces ACN's obligations, you may refuse the amendment and cancel this Agreement without cost, penalty, or early termination fee by sending to ACN a notice to that effect no later than thirty (30) days after the amendment comes into force. Notwithstanding the foregoing, rates for services that are not the principal object of this Agreement

(e.g., international rates) are available at www.myacncanada.ca and may be changed by ACN at any time without notice by updating the website.

4. CREDIT / CHARGES / PAYMENTS / DEFAULT / TAXES / TERMINATION

4.1 CREDIT

Applicants for ACN service(s) may be subject to credit review, as allowed by law. By requesting that service be initiated, you authorize ACN: (a) to collect use and disclose your personal information for the purposes of processing your order for the Service and for administration of the provision of the Service; (b) to collect, use, disclose, recheck and exchange your credit and personal information requested during online signup to/with credit reporting agencies, credit bureaus, collection agencies or bailiffs to verify your identity and to obtain any credit or other information required to confirm your identity and credit acceptability for the purpose of providing you with the Service; and to (c) disclose your credit and personal information to third parties, who will be contractually required to comply with ACN's privacy policies and all applicable laws, for processing purposes. All information obtained or provided by ACN will be handled by ACN in a confidential manner. You understand and agree that the failure to provide necessary personal information or to allow ACN to obtain credit reports or to provide credit information may result in ACN's inability to provide, or continue to provide you with the Service. The results of a credit check will determine eligibility for ACN promotions. ACN's full privacy policy is available at www.myacncanada.ca.

4.2 BILLING; PAYMENT; OVERAGE CHARGES

You must provide a valid payment method (credit card number from Visa, MasterCard, American Express or any other issuer, or other payment

CUSTOMER TERMS & CONDITIONS

method from any payment provider, then-accepted by ACN) when the Service is activated. ACN reserves the right, in its sole discretion, to stop accepting credit cards or other payment methods from one or more issuers and/or payment providers. If your payment method becomes invalid for any reason, including without limitation if your card expires, you close your account, your billing address changes, or the card is cancelled and replaced owing to loss or theft, you must advise ACN promptly by either updating your card information within your “Personal Data” via your online account , contacting the ACN Digital Phone Service Customer Care department, or updating your funding source directly through your payment provider. Failure to maintain a valid payment method or to update your information could result in your Service being suspended. ACN determines the design and the format of the bill. We will also determine the billing period. We may change both the format and the billing period from time to time and without notice to you. All charges, fees, taxes, and surcharges are billed in advance meaning that these charges for services will normally be collected in advance on the of the billing period. When you initially subscribe for your service, ACN will charge then for the first month of service(s) and make any necessary adjustment on the first or subsequent invoice, prorating the monthly recurring charges based on the actual activation date. We will bill in arrears all usage-based charges and any other charges which we determine are due. Any usage-based charges will be billed in increments that are rounded up to the nearest minute except as otherwise set forth in the rate schedules found on ACN’s website, www.myacncanada.ca. Service is intended for typical residential voice usage. Non-typical or non-voice usage may result in additional charges. ACN reserves the right to bill out of cycle for non-typical usage. You understand and agree

that charges may vary month to month depending on usage, any applicable taxes and fees, and other amounts that become due from you to ACN. You understand that you have a right to receive notice of the amount and date of each payment due to ACN, but by your acceptance of these terms you hereby agree that you waive your right to such notice, and you agree that ACN is under no obligation to provide you with prior notice as to any charges.

4.3 BILLING DISPUTES

You must notify ACN in writing within 7 days after receiving your credit card or other payment method statement if you dispute any ACN charges on that statement or such dispute will be deemed waived to the extent permitted by law. Monthly bill itemization detail can be found at your Customer online account. You will not receive a separately itemized paper bill in the mail. Billing disputes should be delivered to the following address: support@acndigital.ca.

4.4 PAYMENT

ACN accepts payments only by credit card or other payment method acceptable to ACN as set forth in Section 4.2. The initial placement of your order by clicking the “Continue” button and accepting terms and conditions authorizes ACN to charge the credit card account number or other payment method on file with ACN (including any changed credit card or other payment method information you have given ACN because a card or other payment method expires or is replaced or if you substitute a different card or other payment method) for ACN charges as set forth in Section 4.2 for all amounts due from you to ACN. This authorization will remain valid until thirty (30) days after ACN receives your written notice terminating ACN ‘s authority to charge your credit card or other payment method, whereupon ACN will charge you the disconnect fee as

CUSTOMER TERMS & CONDITIONS

permitted by law and any other outstanding charges and terminate the Service. ACN may terminate your Service and this Agreement at any time in its sole discretion if any charge to your credit card or other payment method on file with ACN is declined or reversed, your credit card or other payment method expires and you have not provided ACN with a valid replacement credit card or other payment method or in case of any other non-payment of account charges. Termination of Service for declined or expired card or other payment method, reversed charges or non-payment leaves you FULLY LIABLE to ACN for ALL CHARGES ACCRUED BEFORE TERMINATION and for all costs incurred by ACN in collecting such amounts, such as (but not limited to) collection costs and attorneys' fees.

A Late Payment Fee of up to \$5 or 2%, whichever is greater, will be charged on any past due balance. If the law of the province in which you receive service requires a different fee, ACN will charge you that amount.

4.5 TERMINATION/DISCONTINUANCE OF SERVICE

APPLICABLE IN ALL PROVINCES EXCEPT QUÉBEC: ACN reserves the right to change, suspend or discontinue providing the Service generally, or to terminate your Service, at any time in its sole discretion. If your Service is terminated for any stated reason, including without limitation violation of this Agreement, or because of any improper use of the Service (such as, but not limited to, your attempts to hack, disrupt, or misuse the Service or your acts or omissions that violate the Acceptable Use Policy of ACN or of a third-party provider to which ACN is subject), you will be responsible for, in addition to ACN's other rights and remedies, the full month's charges to the end of the current term, including without limitation unbilled charges, plus the early

termination fee set forth in Section 2.2, all of which immediately become due and payable.

APPLICABLE IN QUÉBEC ONLY: During the Initial Term, ACN may not unilaterally cancel this Agreement except as specifically provided herein or as otherwise may be provided under articles 1604 and 2126 of the Quebec Civil Code. During any Renewal Term, ACN may unilaterally cancel this Agreement by providing written notice to you at least sixty (60) days prior to the date of cancellation, unless cancellation is due to your default, in which case such cancellation will be effective immediately upon providing written notice to you. In the event of any termination by ACN, ACN shall be entitled to recover all amounts owed for services provided under this Agreement plus any damages, losses, costs, and expenses that ACN incurs as a result of the termination of this Agreement or the actions or inactions giving rise to the termination of this Agreement, including but not limited to indemnification for any subsidy or benefit granted to you hereunder.

4.6 TAXES

You are responsible for, and shall pay, any applicable federal, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service and Devices. Such amounts are in addition to payment for the Service and will be billed to your credit card or other payment method as set forth in this Agreement. If you are exempt from payment of such taxes, you must provide ACN with an original certificate that satisfies applicable legal requirement attesting to tax-exempt status. Tax exemption will only apply from and after the date ACN receives such valid certificate.

4.7 FEES ASSOCIATED WITH COLLECTION OF OUTSTANDING BALANCE

If your service is cancelled or suspended for any reason, you are still responsible for all the outstanding charges for that service, including payment of any bills that remain outstanding after that date of cancellation or suspension. In the event that ACN incurs any fees or expenses, including attorney's fees or collection agencies fees, fees for depositing a check that is returned for any reason, or costs of collecting or attempting to collect any charges owed to ACN, ACN may collect from you all such fees and expenses reasonably incurred.

APPLICABLE IN ALL PROVINCES EXCEPT

QUÉBEC: In addition to fees and expenses incurred by ACN, you may be charged a Late Payment Fee on the unpaid charges.

APPLICABLE IN QUÉBEC ONLY: In addition to fees and expenses incurred by ACN, you may be charged interest on the outstanding balance owed at a rate of 3.9% per month.

5. ACN'S PRIVACY POLICY

Overview

ACN is committed to protecting the privacy of our customer information. We fully support the spirit and intent of Canada's privacy legislation - The Personal Information Protection and Electronic Documents Act (PIPEDA). Although ACN has always had information protection policies and procedures in place, the purpose of this document is to provide our customers with information on our current policies and procedures. In particular, this document will provide information about ACN's policy relating to the collection, use and disclosure of personal information and of our customer's right to limit such collection, use or disclosure. Personal information is any information that is

identifiable about you, that may include information such as, but not limited to, your name, mailing or e-mail addresses, phone numbers, identification numbers, credit card numbers, and banking information. All personal information relating to our customers is maintained in strict confidence by ACN and is not sold to third parties.

You may have questions as you read this document. For further information about ACN or the protection of personal information, please contact ACN's Privacy Officer at ACN, PO Box 720, Station B, Montreal, Quebec, H3B 3K3 Attention: Privacy Officer, or by e-mail at privacyofficer@acninc.com, or by telephone at 1 888 383-8226.

Our privacy policies and procedures are subject to change. For the most recent version of this Privacy Policy, please check our website: www.myacncanada.ca

Accountability

ACN has appointed its Privacy Officer as the person who will be primarily responsible for ACN's policies and procedures governing the protection of personal information. Our Privacy Officer may be reached at: ACN, PO Box 720, Station B, Montreal, Quebec, H3B 3K3 Attention: Privacy Officer, or by e-mail at privacyofficer@acninc.com, or by telephone at 1 888 383-8226.

Identifying Purposes

ACN collects personal information for a variety of purposes including processing your request for services from ACN. Personal information is used to verify, process and administer your product and service requests, assess credit-worthiness, maintain our commercial relationship with you, and analyze, understand and respond to your service needs. ACN also analyzes and uses customer information to better improve

CUSTOMER TERMS & CONDITIONS

the products that we offer to our customers. We analyze personal information relating to you in order to identify the products and services offered by our affiliates or ourselves or by companies that we believe may be of interest to you and to offer you those products and services. Where a third party or an affiliate of ACN has a product or service that may be of interest to you, we will forward information relating to any such product or service to you, unless you inform us otherwise, i.e. when you withdraw your consent to receive such information.

Personal information is also used in order to communicate with you, for billing and provisioning purposes, and to enable ACN to accurately report back to the credit bureaus. Generally, these purposes will be disclosed to you before your personal information is collected, e.g. on the Letter of Authorization (LOA) form. ACN does not sell, rent or lease personal information to third parties.

From time to time, ACN may outsource certain account processing, or other customer service functions to an affiliated company or a third party. In such cases, personal information will be provided to such affiliate or third party. However, ACN releases personal information only where that information will be maintained in confidence, based upon strict nondisclosure agreements with the third party. In the event that an affiliate or third party is located in the United States, your information may be processed and stored in the United States and as such, your information may be obtained by the governments, courts or law enforcement or regulatory agencies of the United States according to the federal and state laws of the United States.

From time to time, ACN is also required to report to regulatory bodies or to present a summary of all our customer information, including your personal information, in statistical or analytical

form to governmental authorities and industry organizations. When information is provided in statistical or analytical form, this means that information that might specifically identify you will not be disclosed. Instead, your information will be compiled into aggregate (i.e. group) form such that the user cannot identify or extract out your personal information.

As you know, ACN offers its products and services through a network of Independent Business Owners to whom you may have already given personal information. ACN Independent Business Owners are bound to observe the confidentiality of your personal information and have agreed to comply with ACN's privacy policy. Our Independent Business Owners are also provided with information relating to your use of ACN products and services in connection with the commissions they receive on customer usage of ACN products and services.

Consent

The knowledge and consent of a customer is required for the collection, use or disclosure of personal information, except where inappropriate. Examples of when this may occur, include but are not limited to, emergency situations, to prevent an illegal act, complying with a subpoena or warrant, or as required by law.

Consent is obtained either orally or in writing prior to collection, using or disclosing your personal information. ACN will determine the appropriate form of consent having regard to the nature and sensitivity of the information to be collected, used or disclosed. For example, ACN will seek explicit consent for more sensitive information, such as your bank account information, but may use implicit consent by asking you to tell us if you do not wish to receive information about our new products. Customers may withdraw consent to the

CUSTOMER TERMS & CONDITIONS

collection, use and disclosure of information at any time by contacting our Privacy Officer. However, the withdrawal of consent to the collection, use and disclosure of information may affect ACN's ability to offer or provide, or to continue to offer or provide products or services to you.

All requests for local, long distance or other service with ACN require either a signed Letter of Authorization or phone order verification prior to ACN proceeding in any investigation, including the obtaining of credit information. As indicated in the Identifying Purposes section, the conditions of applying for service with ACN are specifically addressed on all LOA's. When you apply for service from ACN we also need to use personal information for the purposes of facilitating the provision of service to you and for the purposes set out above.

Limiting Collection

The type of personal information that is collected may include:

- The customer's correspondence language preference, first, middle initial and last name, full mailing address, estimated long distance usage, date of birth, credit card number or other payment method information.
- Banking information to facilitate pre-authorized, or other, payments.
- Information that will assist and enable ACN to obtain a credit file, and report applicable credit information, from and to the established credit reporting agencies in Canada.

The personal information collected is limited to information that is necessary for the purposes identified above. Certain personal information may also assist ACN in obtaining a credit bureau report, to review and make a decision about the applicant's request for service. Additionally, this information enables ACN to accurately report

back to the credit bureaus, ensuring the credit reporting is applicable to the correct customer. Information that specifically would identify you, such as a date of birth, is also necessary in order to ensure that when we contact a credit bureau, we properly identify you.

Limiting Use, Disclosure and Retention

ACN's use of personal information will be only for the purposes listed above and, in particular, in order to facilitate the provision of services to you, for identifying, credit decision reporting and if required, the collection of any outstanding amounts for services rendered. Information provided by ACN to affiliates, vendors or suppliers is provided under a contractual agreement that the information will be held in confidence, protected, and properly safeguarded according to the standards of ACN's privacy policy.

Personal information relating to customers may be shared with, and used or analyzed by, between or among ACN's parent, affiliates and authorized agents and Independent Business Owners with whom ACN has entered into a commercial agreement in order to develop our business, better serve our customers and with third parties for certain account processing matters. Information may also be disclosed in connection with ACN's corporate transactions or business. In each case, however, ACN will take steps to ensure the organization receiving the personal information will use and disclose the personal information for purposes to which you have consented and in a manner consistent with this policy.

ACN provides commissions to Independent Business Owners in accordance with ACN's marketing plan. Personal information relating to customers may be provided in connection with ACN's commissioning process.

CUSTOMER TERMS & CONDITIONS

Retention

Your personal information will be retained either in a file titled with your name at ACN, 1100, Avenue des Canadiens-de-Montréal, Suite 450, Montréal (Québec) H3B 2S2 or at ACN Inc.'s corporate office located at 1000 Progress Place, Concord, NC 28025-2449 . ACN retains personal information for only as long as necessary in order to meet the purposes for which the information was collected or for legal purposes. When personal information is no longer required, that information will be destroyed, erased, or made anonymous.

Accuracy

ACN continually strives to maintain as high a level of accuracy as is reasonably achievable. You have the right to request a change to your personal information records where you can establish that the record is inaccurate. Personal information is typically only updated in cases where we receive updated personal information from a customer or where required for business, financial reporting, credit reporting or other related purposes. In each case, ACN will update the information in our system upon receipt and verification, if necessary.

Safeguards

We have implemented physical, organizational, contractual and technological security measures to protect your personal information from loss or theft, unauthorized access disclosure, copying, use, or modification. Access to personal information within our computer system is available to all of our employees for the specific purpose of enabling us to properly service our customers and in connection with the purposes set out above. All employees (current and new) are required to sign a confidentiality of information agreement and are regularly reminded that personal information may not be disclosed except in accordance with this policy.

Personal information in hard copy (paper) form (such as a LOA) is held securely within ACN. Access to ACN's file storage room is granted to only a limited number of individuals who are also required to maintain the security of ACN's files.

Openness

ACN would be pleased to discuss this policy, and the steps that ACN has taken in order to ensure the protection of personal information. All customer inquiries should be directed to: ACN, PO Box 720, Station B, Montreal, Quebec, H3B 3K3 Attention: Privacy Officer, or by e-mail at privacyofficer@acninc.com, or by telephone at 1-888-383-8226.

Individual Access

Requests for access to personal information should be forwarded, in writing, to the attention of the ACN Privacy Officer. As ACN carefully protects all personal customer information, requests for access must be accompanied by proof of identify. In the event the information provided is not sufficient to verify the identity of the person who has requested the information, our staff may require additional information to verify that access to personal information is only given to persons who are entitled to receive it. ACN may, for example, require information such as examples of telephone numbers the customer would have recently called, recent payments made to ACN and other relevant information as may be necessary.

Upon access, you may challenge the accuracy or completeness of the record. Disputes or concerns associated with access to personal information will be forwarded to ACN's Privacy Officer for review and resolution.

Challenging Compliance

Should any individual, business or customers of ACN wish to challenge our compliance with

CUSTOMER TERMS & CONDITIONS

respect to PIPEDA or ACN's measures to address the security of personal information, please contact the ACN Privacy Officer in writing at ACN, PO Box 720, Station B, Montreal, Quebec, H3B 3K3, or by e-mail at privacyofficer@acninc.com, or by telephone at 1 888 383-8226. ACN's complaint resolution procedures will be made available upon request.

Should you have any questions with respect to the ACN privacy policy or if you do not consent to, or would like to limit, the manner in which information about you is collected, used or disclosed, or to withdraw your consent, please contact the ACN Privacy Officer in writing at ACN, PO Box 720, Station B, Montreal, Quebec, H3B 3K3, or by e-mail at privacyofficer@acninc.com, or by telephone at 1 888 383-8226.

6. WARRANTY AND LIABILITY LIMITATIONS / INDEMNIFICATION

6.1 LIMITATION OF LIABILITY AS ALLOWED BY PROVINCIAL LAW

IN ADDITION TO THE DISCLAIMERS OF LIABILITY ELSEWHERE IN THIS AGREEMENT, IN NO EVENT SHALL ACN, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS OR ANY OTHER THIRD-PARTY PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, INCLUDING E911 DIALING, AT ANY TIME OR FROM TIME TO TIME, OR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY THAT IS CAUSED IN WHOLE OR IN PART BY ANY OF THE FOLLOWING:

1. ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR OTHER THIRD PARTY.

2. EQUIPMENT, NETWORK OR FACILITY FAILURE.
3. EQUIPMENT, NETWORK OR FACILITY UPGRADE OR MODIFICATION.
4. FORCE MAJEURE EVENTS SUCH AS (BUT NOT LIMITED TO) ACTS OF GOD; TERRORISM, STRIKES; FIRE; WAR; RIOT; GOVERNMENT ACTIONS.
5. EQUIPMENT, NETWORK OR FACILITY SHORTAGE.
6. EQUIPMENT OR FACILITY RELOCATION.
7. SERVICE, EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER.
8. OUTAGE OF CUSTOMER'S ISP OR BROADBAND SERVICE PROVIDER.
9. ACT OR OMISSION OF CUSTOMER OR ANY PERSON USING THE SERVICE PROVIDED TO CUSTOMER.
10. ANY OTHER CAUSE THAT IS BEYOND ACN'S CONTROL, INCLUDING WITHOUT LIMITATION A FAILURE OF OR DEFECT IN ANY SERVICE, THE FAILURE OF AN INCOMING OR OUTGOING COMMUNICATION, THE INABILITY OF COMMUNICATIONS (INCLUDING WITHOUT LIMITATION 911 DIALING) TO BE CONNECTED OR COMPLETED, OR DEGRADATION OF VOICE QUALITY.

ACN'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, INCLUDING FOR (I) ANY FAILURE OR MISTAKE; (II) ANY CLAIM WITH RESPECT TO ACN'S PERFORMANCE OR NON-PERFORMANCE HEREUNDER, OR (III) ANY ACN ACT OR OMISSION IN CONNECTION WITH THE SUBJECT MATTER HEREOF, SHALL IN NO EVENT EXCEED THE SERVICE

CUSTOMER TERMS & CONDITIONS

CHARGES PAID BY YOU FOR THE SERVICE FOR THE TIME PERIOD IN WHICH THE LIABILITY WAS INCURRED.

IN NO EVENT SHALL ACN, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE BE LIABLE FOR ANY, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO BE ABLE TO DIAL E911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE SERVICE. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT, INFRINGEMENT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT ACN WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES. THIS SECTION 5.1 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.2 INDEMNIFICATION

You agree to defend, indemnify and hold harmless ACN, its officers, directors, employees, affiliates and agents and any other third-party provider who furnishes products or services to you in connection with this Agreement or the Service or Device (and, at ACN's option, either defend ACN and/or its service providers or pay ACN and/or its service providers' cost of defense) from and against all claims, losses, damages, fines, liabilities, penalties, costs and expenses of any nature whatsoever,

including reasonable attorneys' fees, related to or arising from: (a) the use of the Service by you or any User; (b) any violation of applicable laws, regulations or this Agreement by you or any User; (c) negligent acts, errors or omissions by you or any User; (d) injuries to or death of any person, and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities result from the willful misconduct of ACN; (e) claims for infringement of any intellectual property rights arising from your or any Users' use of the Service, Software, the Internet, Personal Data or Content (as defined in Section 5.5.1 below); (f) claims arising from Content transmitted by or to you or Users; (g) the use of the Services with any interface devices not provided by ACN; or (h) the absence, failure or outage of the Service, including but not limited to the 911 emergency response service accessible through the Services, and/or the inability of you or any User to be able to access emergency response center personnel, whether arising out of misrouting of 911 calls, your failure to provide ACN with accurate and up-to-date Service Address information or other information, your failure to follow activation procedures for 911 calling, or any other reason. This Section 5.2 shall survive termination of this Agreement.

6.3 DISCLAIMER OF WARRANTIES

6.3.1 Subject to the legal warranty provided by applicable laws ACN will provide a limited warranty on the Device as to manufacturing defects only for a period of one (1) year from the date of shipment. This limited warranty does not apply to any defect or failure other than a manufacturing defect, and, without limiting the generality of the foregoing, does not apply to any defect caused by damage in transit, retailer handling or your handling of the Device. Your sole remedy for any breach of this limited warranty is to obtain a

CUSTOMER TERMS & CONDITIONS

repaired or replacement Device, by following the return procedures set forth in Section 2.8. The limited warranty will also apply in lieu of the limited warranty included with the Device if such included limited warranty is less favourable to you than that contained herein. ACN reserves the right to replace any phone with refurbished equipment in fulfillment of this limited warranty.

6.3.2 ACN does not guarantee that a device that is supplied by to you rather than by ACN will work on the ACN network.

6.3.3 Any device that is not supplied by ACN may need to be upgraded with correct firmware in order to work on the ACN network. ACN may suggest a process wherein you are instructed to follow a sequence of steps in order to attempt to do so. ACN does not warrantee any phone or assume any liability for damages created through this process.

6.3.4 OTHER THAN WARRANTIES AS TO THE DEVICE EXPRESSLY SET FORTH IN THE SECTION 5.3.1 ABOVE, THE SERVICE IS PROVIDED “AS IS” AND ACN MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE OR DEVICES FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE OR THE DEVICE WILL MEET YOUR REQUIREMENTS, PROVIDED, HOWEVER, THAT IN QUÉBEC ONLY, THE FOREGOING SHALL NOT APPLY TO THE EXTENT THAT IT EXCLUDES OR RESTRICTS THE WARRANTIES PROVIDED FOR IN SECTION 37 OR 38 OF THE CONSUMER PROTECTION ACT. WITHOUT LIMITING THE FOREGOING, ACN DOES NOT

WARRANT THAT THE SERVICE OR THE DEVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, AND DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER ACN NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, THE SERVICE OR THE DEVICE WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO ACN’S OR CUSTOMER’S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER’S CONTENT, DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF ACN’S OR ITS SERVICE PROVIDER’S OR VENDORS’ NEGLIGENCE STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY ACN OR ACN’S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

6.3.2 APPLIES ONLY IN QUEBEC. Except for the legal warranty and the contractual warranty set forth in 5.3.1, ACN does not give any other warranty and ACN does not make any representation to the consumer regarding the services offered other than those set forth in this Agreement

6.4 NO THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement. No provision of this Agreement provides any person or entity not a party to this

CUSTOMER TERMS & CONDITIONS

Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

6.5 CONTENT

6.5.1 You are responsible for any and all liability that may arise out of the content transmitted by or uploaded to you or Users using the Services (“Content”). You hereby grant a non-exclusive, non-transferable, license to ACN and its third-party providers to use such Content, but solely in connection with and only for the term of the Service.

6.5.2 You shall assure that your or User’s Content and use of the Services will at all times comply with all applicable laws, regulations and written and electronic instructions for use. ACN reserves the right, in addition to its other rights and remedies, to terminate or suspend affected Services, and/or remove your or Users’ Content from the Services, if such use or Content does not conform with the requirements set forth in this Agreement or interferes with ACN’s ability to provide Services to you or others or ACN receives notice from anyone that your or Users’ use or Content may violate any laws, regulations, the Acceptable Use Policy or the Privacy Policy. ACN’s actions or inaction under this Section shall not constitute review or approval of your or Users’ use or Content.

7. ENFORCEMENT MATTERS

7.1 CONFLICTS

In the event of a conflict between this Agreement and any applicable tariff, the tariff shall prevail. In accordance with Section 3, ACN reserves the right to modify the Service at any time to reflect any change required in order to comply with any governing law, applicable tariff or underlying network service or component affecting the Service.

7.2 GOVERNING LAW

APPLICABLE IN ALL PROVINCES EXCEPT

QUÉBEC: This Agreement, and the rights and obligations of the parties hereunder, shall be governed by the laws of the Province of Ontario and the laws of Canada as applicable therein, without reference to choice of law rules. In addition, the application of the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods are hereby excluded.

APPLICABLE IN QUÉBEC ONLY: This Agreement, and the rights and obligations of the parties hereunder, shall be governed by the laws of the Province of Québec and the laws of Canada as applicable therein, without reference to choice of law rules. In addition, the application of the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods are hereby excluded. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the Province of Québec.

All information available at www.myacncanada.ca is subject to U.S. export control laws and may also be subject to the laws of the country where you reside. All Services, Devices and publications are commercial in nature. Any materials copied or downloaded from this site for or on behalf of the United States of America, its agencies and or instrumentalities (“U.S. Government”), are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to the restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c) (1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.

7.3 ENTIRE AGREEMENT

The following policies are incorporated into this Agreement by reference and provide additional terms and conditions related to specific Services we offer: Acceptable Use Policy and Privacy Policy. The Acceptable Use Policy and Privacy Policy which are a part of this Agreement are available for your review at www.myacncanada.ca. This Agreement, including the Acceptable Use Policy, Privacy Policy and rates for your selected Service, constitutes the entire agreement between you and ACN and governs your use of the Service and Devices, superseding any prior agreements between you and ACN and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

7.4 SEVERABILITY

If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

7.5 SURVIVAL

Sections 2.1, 2.1, 4.3 through 4.7, 5.1, 5.2, 5.4 and 6 of this Agreement shall survive termination of this Agreement.

8. PRIVACY

ACN Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. ACN is not liable for any lack of privacy which may be experienced with regard to the Service resulting from failures with the public Internet. Please refer to our Privacy Policy applicable to you at www.myacncanada.ca for additional information.

9. CONTACT INFORMATION

Customer Care: 1 888 383-8226

Montreal Address:

PO Box 720, Station B, Montreal, QC H3B 3K3

ACN Web Site: www.myacncanada.ca

These T&Cs may be published in a number of languages for information purposes and ease of access by customers. It is only the English version that is the legal basis of the relationship between You and ACN, and in case of any discrepancy between a non-English version and the English version of these T&Cs, the English version shall prevail.

ACN COMPANION (for iOS)

Customer Licensing Agreement Terms of Service

Welcome to ACN Companion (for iOS) (“ACN Companion”) offered by All Communications Network of Canada, Co., a Nova Scotia company with a mailing address at PO Box 720, Station B, Montreal, QC H3B 3K3 (“ACN”). These Terms of Service (this “Agreement”) are between you (“you”) and ACN for use of the ACN Companion application for iOS and supplement the Terms of Service applicable to ACN Digital Phone Service (“Service Terms” and together with this Agreement, your “ACN Companion (for iOS) Agreement”). To the extent any term or condition in this Agreement conflicts with any term or condition in the Service Terms, the term or condition in this Agreement shall control.

1. You acknowledge and agree that Apple is not a party to your ACN Companion (for iOS) Agreement and has no responsibility for ACN Companion, including without limitation as to maintenance and support. You will look solely to ACN in respect of any issues concerning the

CUSTOMER TERMS & CONDITIONS

ACN Companion application or its content. To the extent any term or condition of your ACN Companion (for iOS) Agreement conflicts with or is less restrictive than the Apple App Store Terms of Service, you agree that the Apple App Store Terms of Service shall control.

2. Your non-transferable license to use the application under your ACN Companion (for iOS) Agreement is further expressly limited to use of the ACN Companion application on any iPhone or iPod touch that you own or control and as permitted by the Usage Rules set forth in the Apple App Store Terms of Service.
3. Without limiting any disclaimer of warranties provided in your ACN Companion (for iOS) Agreement, in the event of any failure of ACN Companion to conform to any applicable warranty, you may notify Apple and Apple will refund to you the purchase price (if applicable) for ACN Companion. If you downloaded ACN Companion for free from the Apple App store, then you will receive no refund from Apple. Otherwise, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to ACN Companion. Subject to the disclaimers of warranty and other provisions of your ACN Companion (for iOS) Agreement, as between Apple and ACN, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be ACN's sole responsibility.
4. To the extent you or any third party has any claim regarding ACN Companion or an end-user's possession and/or use of ACN Companion, you will look to ACN to address such issues or claims, including, but not limited to: (i) product liability claims; (ii) any claim that the ACN Companion application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Any limitations of liability against ACN specified in this Agreement are effective only to the extent permitted (or not prohibited) by applicable law.
5. Not in limitation of any applicable disclaimers or limitations provided for under your ACN Companion (for iOS) Agreement, in the event of any third party claim that ACN Companion or your possession and use of ACN Companion infringes such third party's intellectual property rights, as between Apple and ACN, ACN will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
6. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
7. If you have any questions, complaints or claims with respect to ACN Companion, please contact ACN at 1 888 383-8226.
8. Notwithstanding anything to the contrary in your ACN Companion (for iOS) Agreement, you and ACN agree that Apple and its subsidiaries are third party beneficiaries of your ACN Companion (for iOS) Agreement to the extent it applies to ACN Companion, and, upon your acceptance of your ACN Companion (for iOS) Agreement, Apple and its subsidiaries shall have the right (and will be deemed to have accepted the right) to enforce your ACN Companion (for iOS) Agreement against you as said third party beneficiaries.

Revised March 11, 2016