

PHONEBOX TERMS AND CONDITIONS OF SERVICE

GENERAL

1. What are the Terms and Conditions of Service?

These terms and conditions of service (“**Service Terms**”) govern your use of any Services, as defined below.

Throughout this document:

- “**Agreement**” has the meaning set out in Section 2;
- “**Affiliate**” has the meaning set out in the BCBCA, and also includes any partnership or other unincorporated association in which a PhoneBox or any of its affiliated bodies corporate (as so defined in the BCBCA) that has a controlling interest or by which it is controlled;
- “**BCBCA**” means British Columbia’s *Business Corporations Act*, SBC 2002, c 57;
- “**CCTS**” has the meaning in Section 42;
- “**CRTC**” has the meaning in Section 42;
- “**Cancellation Charges**” are defined in Section 38;
- “**Customer Accessed Content**” has the meaning in Section 24;
- “**Customer Provided Content**” has the meaning in Section 25;
- “**Device**” means any mobile wireless enabled device that is used in conjunction with Services;
- “**E911**” means enhanced 9-1-1 service which may provide emergency services personnel with your location information and phone number;
- “**Equipment**” means any device, equipment or hardware used to access the Services or used in conjunction with the Services;
- “**Fees**” has the meaning in Section 7;
- “**Fixed Term**” means a minimum contract period for a particular Service;
- “**I**”, “**me**”, “**you**”, “**your**” and “**yours**” refer to you but also to persons that you authorize to use the Service or act as your agent with regard to the Service;
- “**Identifiers**” means e-mail addresses, phone numbers, account numbers, personal identification numbers (“**PINs**”), Internet Protocol addresses, personal web page addresses, access codes and any other identifier assigned to you by PhoneBox;
- “**Mobile Services**” refers to PhoneBox’s mobile wireless voice, data and text Services;
- “**PhoneBox**” means Connex Global Communications Inc. o/a PhoneBox and its Affiliates;
- “**PhoneBox Parties**” means PhoneBox, its partners, licensors, dealers, representatives, suppliers and agents (and their respective employees, officers, directors, shareholders and representatives);

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- “**Late Payment Charges**” has the meaning in Section 9;
- “**My Account Portal**” is a customer portal on the Website that allows you to access features and information relating to your Services and your account with PhoneBox;
- “**NSF**” has the meaning in Section 9;
- “**Policies**” are defined in Section 12 of the Service Terms;
- “**Residents of Québec**” means residents of Québec who enter into an Agreement to which the *Consumer Protection Act* (Québec) applies;
- “**Service Agreement**” means an agreement setting out the terms for specific Services. Service Agreements are available on the Website at the following URL: <https://phoneboxmobile.ca/terms-of-service>) or otherwise made available to you on request or when you wish to order Services;
- “**Services**” mean any services (inclusive of all Equipment and Software, as defined herein) that you subscribe to or receive through PhoneBox, including but not limited to wireline Internet, VoIP and mobile wireless voice, data and SMS/text;
- “**Service Terms**” means these PhoneBox Terms and Conditions of Service;
- “**Software**” means any software used to access the Services or used in conjunction with the Services;
- “**Term**” has the meaning in Section 4;
- “**Software Documents**” has the meaning in Section 22;
- “**us**”, “**we**”, “**our**” or “**ourselves**” means PhoneBox;
- “**VoIP**” means Voice over Internet Protocol services;
- “**Website**” means all content on the <https://phoneboxmobile.ca/terms-of-service> domain; and
- “**Wi-Fi Calling**” allows you to make and receive voice calls and text messages on your mobile device over a Wi-Fi connection.

2. What is included as part of my Agreement for Services with PhoneBox?

The “**Agreement**” includes the Service Terms, Service Agreements for Services to which you subscribe, any PhoneBox document describing features, products or services and any other document incorporated by reference together with these Service Terms. In the event of an inconsistency between the constituent documents of the Agreement, the inconsistency will be resolved by giving preference first to any Service Agreement(s), then to the Service Terms, then to any other PhoneBox documentation describing features, products or services, and lastly to any other documents incorporated by reference.

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3. How do I accept the Agreement?

You acknowledge that you have read, understood and agreed to the Agreement by either: (i) placing an order for Services by any means including online, over the phone or in person at one of our sales centres or kiosks; or (ii) using the Services.

If you do not agree to the Service Terms or the applicable Service Agreement(s), you may not use the Services.

4. How long does the Agreement last?

The “**Term**” of your Agreement with PhoneBox begins when you accept the Agreement and will continue until the Agreement is terminated. PhoneBox provides Services to you on an ongoing month-to-month basis unless a Fixed Term is set by a Service Agreement. If a Fixed Term expires, Services will continue to be provided to you on a month-to-month basis, unless you cancel the applicable Service in accordance with Section 34.

5. Can PhoneBox change the Agreement?

Unless otherwise specified in the Agreement, PhoneBox can change: (a) any aspect of a Service Agreement for month-to-month Services; and (b) any aspect of a Service Agreement for Fixed Term Services with the exception of price, Term, the nature of the Services or any other key, material or essential element of the Service Agreement. Before we make any changes to the Agreement, we will give you at least thirty (**30**) days’ written notice by email, letter, bill insert or by posting the notice on our Website. This notice will clearly identify the new or amended term or provision, the former term as it read before (if applicable), the date the amendment will come into force and your rights. If you continue to use the Service after thirty (**30**) days from the effective date indicated in the notice, the new service term will become effective.

6. What if I do not agree with a change that PhoneBox makes to the Agreement?

If you do not agree with a change made by PhoneBox, you may cancel the affected Services in accordance with Section 34. There are no Cancellation Charges if you decide to cancel because of a change that we make to the Agreement.

ACCOUNT, BILLING AND PAYMENT

7. How does PhoneBox bill me for the Services?

PhoneBox will invoice you monthly for recurring and one-time charges (collectively, “**Fees**”). All Fees and applicable taxes are invoiced on every 15th day of each month in your billing cycle. In advance of the invoice date, you can log-on to the My Account Portal on the Website and access a statement of the Fees that will be due for the following month. Newly added Services or changes to your Services may result in pro-rated charges for a partial monthly billing cycle. Service Agreements may also modify the billing terms for certain Services.

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8. When must I pay my bill and how can I pay it?

You must pay your bill by the 25th day of each month. You can pay your bill online through your bank account, electronic funds transfer, by cheque (through the mail), with VISA, MasterCard or American Express or you can arrange for a preauthorized automatic payment via the My Account Portal. You confirm that you are an authorized user of the credit card or bank account and that it is valid and has not expired. If you are using a method of payment that is subject to processing delays, you must ensure that PhoneBox receives payments when due. You must promptly advise PhoneBox if your credit card or bank account information changes by contacting us at the coordinates set out in Section 48 of these Service Terms.

9. What charges apply to late payments, rejected payments and other account processing actions?

If PhoneBox does not receive payment when due, you will be subject to a late payment charge of 2.5% per month (accruing on a daily basis and calculated and compounded monthly on the outstanding amount – for a rate of **34.49%** per year) or the maximum rate allowable by law, whichever is lower (“**Late Payment Charges**”) from the date of the first bill on which it appears until the date we receive that amount in full. You agree that we can charge any unpaid and outstanding amount, including any Late Payment Charges and taxes, on your account to your credit card, bank account or any other payment method pre-authorized by you for payment of Fees.

Not applicable to Residents of Québec: Administrative charges in the amount of \$35.00 may be levied for administration or account processing activities in connection with your account, including as a result of:

- a change of any Identifier.
- collection efforts due to non-payment or having a balance over your credit limit, including unbilled usage and pending charges, fees and adjustments;
- returned or rejected payments due to non-sufficient funds (“**NSF**”) or any other reason; and/or
- the restoral of Service

Applicable only to Residents of Québec: Administrative charges in the amount of \$35.00 may be levied for administration or account processing activities in connection with your account, including as a result of a change of any Identifier. We will not levy administrative charges due to NSF.

10. Do I need to pay any deposits for use of Services?

Yes. In some cases, PhoneBox may request payment of a deposit for Services. For example, PhoneBox may require that you pay a specified deposit for certain leased Equipment.

Not applicable to Residents of Québec:

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PhoneBox may request a deposit at any time and on such terms that we shall determine in our sole discretion. All such deposits shall not earn any interest. If your Service is cancelled, deposits held by PhoneBox shall be setoff against the outstanding final balance on your account.

Applicable only to Residents of Québec:

PhoneBox may request a deposit at any time and on such terms that we shall determine in our sole discretion. Deposits held by PhoneBox shall bear interest at the rate required by applicable legislation or regulation, as determined from time to time, from the date we collect a security deposit (but no earlier than required under applicable legislation or regulation), until the date we return it to you. If we use all or part of the deposit to collect amounts not paid when due, we will provide you written notice. If your Service is cancelled, deposits held by PhoneBox and accrued interest on those deposits shall be setoff against the outstanding final balance on your account within 30 days of cancellation of your Services.

11. What if I dispute Fees on my invoice?

If you have any questions, disputes or discrepancies to report regarding Fees, you must do so within thirty (30) days of the invoice date. Failure to notify us within this time period will constitute your acceptance of such Fees. We will investigate disputes and if, in our sole discretion, we determine that a portion of the Fees was incorrectly charged, then we will reverse the disputed portion of the Fees. You must pay the undisputed portion of the Fees in accordance with Section 8.

YOUR RESPONSIBILITIES

12. Does PhoneBox have any policies that apply to the Services?

Yes. From time to time, PhoneBox may establish policies, rules and limits (collectively “**Policies**”) concerning the use of the Services, Equipment and any products, content, applications or services used in conjunction with the Services or Equipment. The Policies are incorporated into these Service Terms by reference, and will be available on the Website.

13. Are there any limits to my use of the Services?

Yes. You agree to comply with and use the Services for your own personal, family or household use, in accordance with the Agreement and all applicable laws. You also agree not to:

- a) Resell the Services, receive any charge or benefit for the use of the Services; or
- b) Transfer your Services without our express consent.

You must also follow any Policies setting out acceptable use guidelines for the Services and Equipment.

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14. How can I be sure that PhoneBox has accurate contact information for my account?

You are responsible for keeping the contact and payment information you provide to PhoneBox (including name, mailing address, email address, address where the Services will be provided to you), phone number, and any authorized users) up to date. If this Agreement is cancelled, you will provide PhoneBox with forwarding information for final invoices or correspondence if your new contact information is different from the information we have on file.

15. What am I responsible for if my PhoneBox account is compromised?

You must notify PhoneBox immediately using the contact coordinates provided in Section 48 should you suspect unauthorized use of the Services or if Equipment is lost or stolen. You are responsible for payment of all Fees and taxes charged to your account, whether authorized by you or not, which is why it is so important to protect your account and keep account information (including authorized users) up-to-date.

PHONEBOX SERVICES

16. Are there any warranties on the Services?

Not applicable to residents of Québec:

To the maximum extent permitted by law, PhoneBox Parties do not guarantee or warrant the performance, availability, coverage, uninterrupted use, security, pricing or operation of the Services or any products, content, applications, services, facilities, connections or networks used or provided by us or third parties.

You bear the entire risk as to the use, access, transmission, availability, reliability, timeliness, quality, security and performance of the Services.

PhoneBox Parties do not make any express or implied representations, warranties or conditions, including warranties of title or non-infringement, or implied warranties of merchantable quality or fitness for a particular purpose, with regard to the Services or any products, content, applications, services, facilities, connections or networks used or provided by us or third parties.

All representations, warranties and conditions of any kind, express or implied, are excluded to the maximum extent permitted by applicable law. To the maximum extent permitted by applicable law, no advice or information, whether oral or written, obtained by you from the PhoneBox Parties creates any term, condition, representation or warranty not expressly stated in the Agreement.

Applicable only to Residents of Québec:

To the maximum extent permitted by law, PhoneBox Parties do not guarantee or warrant the performance, availability, coverage, uninterrupted use, security, pricing or operation of the Services **(except as such warranties relate to Equipment, in accordance with statutory**

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warranties) or any products, content, applications, services, facilities, connections or networks used or provided by us or third parties.

You bear the entire risk as to the use, access, transmission, availability, reliability, timeliness, quality, security and performance of the Services.

PhoneBox Parties do not make any express or implied representations, warranties or conditions, including warranties of title or non-infringement, or implied warranties of merchantable quality or fitness for a particular purpose, with regard to the Services or any products, content, applications, services, facilities, connections or networks used or provided by us or third parties.

17. Does this mean that there may be circumstances when the Services are not available?

Unfortunately, yes. Performance and availability of the Service depend on several factors, including access to third-party providers and suppliers that PhoneBox does not fully control.

PHONEBOX EQUIPMENT AND SOFTWARE

18. Are there any limitations with respect to use of Equipment?

Yes. Except for Equipment that you have fully paid for, all Equipment installed or provided by us remains our property and you agree that:

- You will take reasonable care of the Equipment;
- You may not sell, lease, mortgage, transfer, access, assign or encumber the Equipment;
- You may not relocate the Equipment without our knowledge and permission;
- If Equipment is lost, stolen, damaged, sold, leased, mortgaged, transferred, assigned, encumbered or not returned, you agree to pay us the undiscounted retail value of Equipment, together with any costs incurred by us in seeking possession of such Equipment; and
- Upon termination of your Services, you will return Equipment, accessories (e.g., cables) and ancillary equipment (e.g, adapters) by mail, with adequate protective packaging (e.g., bubble wrap), to the address listed in Section 50 of the Service Terms.

19. What happens if there are problems with Equipment?

For Equipment that you purchased from us, PhoneBox will repair defects or replace defective Equipment at no cost within a one-year period after purchase for new equipment and within a three month period after purchase for used and refurbished equipment. For Equipment that you rent from us, PhoneBox will repair or replace defective Equipment at no cost while the Equipment is rented. These Equipment warranties do not apply to: (a) cosmetic damage, including but not limited to scratches, dents and broken plastic on ports unless failure has occurred, in PhoneBox's sole discretion, due to a defect in materials or workmanship; (b) damage caused by use with a third party component or product; (c) damage caused by accident, abuse, misuse, fire, liquid contact, earthquake, lightning, power surge, or other external cause; (d) Equipment that has been modified

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to alter functionality or capability; (e) defects caused by normal wear and tear or otherwise due to the normal aging; and (f) Equipment that has been stolen.

PhoneBox shall inspect all Equipment submitted for repair or replacement (whether purchased or rented) and shall determine, in its sole discretion, whether the Equipment is defective. In order to qualify for no cost repair or replacement of defective Equipment, you must provide the following to PhoneBox by mail at the address identified in Section 48:

- The original receipt if Equipment was purchased;
- The Equipment in its original packaging including all protective packaging (e.g. bubble wrap) and materials provided by the manufacturer; and
- All accessories and ancillary equipment provided by the manufacturer (e.g. power adapter, remote controls and wires).

PhoneBox reserves the right to charge you for any Equipment or packaging that is not returned when you request an exchange or repair. PhoneBox will specify the amount of any such charges upon request. Applicable charges may change from time to time.

Except for shipping costs associated with repairs or exchanges of Equipment that PhoneBox has confirmed to be defective, you are responsible for all costs related to shipping of Equipment.

For additional details about the process and timelines for Equipment exchanges or repairs, please contact PhoneBox at the coordinates set out in Section 48.

20. Do I need to grant PhoneBox access to Equipment?

Yes. You agree to authorize us, our representatives and our suppliers to enter or have access to your premises as necessary at mutually agreed upon times to install, maintain, inspect, repair, remove, replace, investigate, protect, modify, upgrade, disconnect or improve the operation of our services, the Equipment or our facilities or networks. If any of your Services or accounts have been terminated, then you authorize us and our representatives to enter or have access to your premises to disconnect the Services, as applicable. You must immediately notify us if Equipment is lost, stolen or destroyed.

21. Will the Service ever require changes of Equipment?

Yes. The Equipment, Equipment specifications and the location of Equipment require changes, at our sole discretion, from time to time. Unless otherwise specified by us, you are solely responsible for updating or maintaining your Equipment and software as necessary to meet such requirements, and you may not be entitled to customer support from us if you fail to do so.

22. Are there any limitations to the use of Software

Yes. Software, including all related documentation accompanying the Software (“**Software Documents**”), is for your own non-commercial personal, family or household use and may not be distributed, transferred or sold. All Software and Software Documents remain our property or that

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of our licensors or content providers, as applicable. You agree to take reasonable steps to protect Software and Software Documents from theft, loss or damage. You must review and agree to any applicable end user licence agreement of PhoneBox, our licensors or content providers. Unless otherwise provided in the applicable end user licence agreement, all end user licence agreements will terminate upon termination of the applicable Service Agreement.

23. Are Software updates required?

Yes. From time to time, you may be required to update your Software, including by way of automatic downloads. By entering into the Agreement, you consent to receiving these downloads. If you do not agree to receiving updates to Software, you may not use the Service and your only option is to terminate the Service Agreement for the Service(s) that are subject to the software update.

PROPRIETARY RIGHTS

24. Is the content that I access through the Services subject to any intellectual property rights?

Yes. You acknowledge that content including, but not limited to text, software, music, sound, photographs, video, graphics or other material accessed through the Services or the Internet (collectively, the “**Customer Accessed Content**”) is protected by applicable copyrights, trademarks, patents, trade secrets and/or other proprietary rights and laws.

Your license to use Customer Accessed Content, unless otherwise permitted by applicable laws or by a valid licence to use such content for other purposes, is limited to your own personal, lawful, non-commercial use.

You further acknowledge that, except where expressly stated otherwise, all Equipment, Software, content, documentation, processes, designs, technologies, materials and all other things comprising the Services are owned by PhoneBox, its licensors or its suppliers and are protected by applicable copyrights, trademarks, patents, trade secrets and/or other proprietary rights and laws.

25. Do I have any rights to the content that I provide in connection with the Services?

Yes. PhoneBox does not claim ownership of information, materials, software or other content (collectively, the “**Customer Provided Content**”) that you post, upload, input, provide, submit or otherwise transmit to PhoneBox or any third party, using the Services. However, you agree that by posting, uploading, inputting, providing, submitting or otherwise transmitting the Customer Provided Content to PhoneBox or any third party, using the Services, you have thereby granted PhoneBox a royalty-free, non-exclusive license to use, copy, distribute, transmit, display, edit, delete, publish and translate such content to the extent reasonably required by PhoneBox to provide the Services to its customers or to ensure adherence to or enforce the terms of this Agreement.

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26. Who owns Identifiers used in connection with the Services?

Except where otherwise specified by PhoneBox, Identifiers remain the property of PhoneBox Parties at all times.

PRIVACY AND CONFIDENTIALITY OF YOUR INFORMATION

27. How does PhoneBox protect my personal information?

PhoneBox protects your personal information in a manner consistent with its Policies and applicable laws.

28. Does PhoneBox perform credit checks or report credit history?

Yes, by entering into the Agreement you agree that PhoneBox Parties may perform credit checks on you and obtain information about your credit history from a credit reporting agency or credit grantor to activate Services you ordered, or to assist in collection efforts. PhoneBox Parties may also disclose your PhoneBox credit history to credit reporting agencies, credit grantors and/or collections agencies.

29. Will PhoneBox send me commercial electronic messages?

Yes. By entering into the Agreement, you are providing your consent to receive commercial electronic messages from PhoneBox. However, at any time, you may unsubscribe from commercial electronic messages by using the unsubscribe mechanism contained in such messages.

9-1-1 SERVICES AND RELATED LIMITATION OF LIABILITY

30. What terms apply to the availability of 9-1-1 calling over Services?

A) Is 9-1-1 service always available over VoIP?

No. Over VoIP, we offer a form of 9-1-1 service that is similar to traditional 9-1-1 (911) service but has some important differences and limitations when compared with enhanced 9-1-1 service (E911) available in certain locations in conjunction with traditional telephone service. With both traditional 9-1-1 and E911 service, your call is sent directly to the nearest emergency response center. In addition, with E911 service, your callback number and address are visible to the emergency response center call-taker.

With our VoIP 9-1-1 service, our third-party operators route your call to the proper emergency services agency anywhere in the country using the 9-1-1 network, but your phone number and location are not visible to the emergency response center call-taker. You should be prepared to provide or confirm your address and call-back number with the operator. Do not hang up unless told directly to do so and if disconnected, dial 9-1-1 again.

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You should ensure your location information, when registered with us, is kept current at all times. In case you are not able to speak during the 911 call, the call taker will dispatch emergency response vehicles to your last registered address. Remember that you need to update this information if you move your device to a different location and/or if you add a new line to your account. Your 9-1-1 service is activated when you subscribe to our service.

Remember that the 9-1-1 service will not function in the event of a power or broadband outage or if your Services are suspended or terminated. You should inform any employees, household residents, guests and other persons who may be present at the physical location where you use our service of the important differences in, and limitations of, VoIP 9-1-1 service as compared with E911 service, as set out above.

B) Is 9-1-1 service always available over Mobile Services?

No. E9-1-1 is available in most of PhoneBox Mobile Service coverage areas if the local emergency operator is capable of receiving your GPS coordinates and location information of the cellular tower enabling the call. This geographic information assists emergency responders to dispatch the appropriate emergency services to your approximate location.

9-1-1 calls over Mobile Services may be affected by technical and environmental factors affecting signal strength. 9-1-1 calling over Mobile Services can also be affected by network outages.

C) Is 9-1-1 service always available over Wi-Fi Calling?

D) Are there areas of Canada where 9-1-1 service is not available?

Yes. 9-1-1 service is not available in all areas of Canada. If 9-1-1 service is not available in your area or you are unsure of the availability of 9-1-1 services in your area, please contact your local police, fire or municipal/provincial/territorial emergency service authorities.

31. How do PhoneBox Parties limit their liability for 9-1-1 calling over Mobile Services and VoIP 9-1-1 services?

Depending on whether you are a resident of Québec or the rest of Canada, PhoneBox Parties limit their liability for 9-1-1 calling over all PhoneBox Services as follows:

Not applicable to Residents of Québec: You acknowledge and agree that, to the maximum extent allowed by law, PhoneBox Parties will not be liable for any injury, death or damage to persons or property, arising directly or indirectly out of, or relating in any way to 9-1-1 calling from your Services and you agree to indemnify and hold harmless the PhoneBox Parties for any liabilities, claims, damages, losses and expenses, (including reasonable legal fees and expenses) which you or anyone accessing or attempting to access 9-1-1 calling from your Services may suffer or incur, arising directly or indirectly out of or relating to your or that person's failure to obtain access to 9-1-1 emergency services.

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Applicable only to Residents of Québec: You acknowledge and agree that, except for damages resulting from PhoneBox Parties' own act(s), PhoneBox Parties will not be liable for any injury, death or damage to persons or property, arising directly or indirectly out of, or relating in any way to 9-1-1 calling from your Services and you agree to indemnify and hold harmless PhoneBox Parties for any liabilities, claims, damages, losses and expenses, (including reasonable legal fees and expenses) which you or anyone accessing or attempting to access 9-1-1 calling from your Services may suffer or incur, arising directly or indirectly out of or relating to your or that person's failure to obtain access to 9-1-1 emergency services. However, our liability is not limited by this section in cases of deliberate fault, gross negligence on our part or in cases of breach of contract where the breach results from our gross negligence.

LIABILITY AND INDEMNIFICATION

32. How do PhoneBox Parties limit their liability?

You agree that, unless otherwise specifically set out in a Service Agreement, to the maximum extent permitted by applicable law, PhoneBox Parties' liability for negligence, breach of contract, tort, or other causes of action, including fundamental breach, is limited to a maximum amount equal to the greater of twenty (\$20) or an amount equal to the Fees payable during any service outage.

Other than the foregoing payment and to the maximum extent permitted by applicable law, and except towards Residents of Québec for damages resulting from a PhoneBox Parties' own act, PhoneBox Parties are not responsible to anyone for:

Not applicable to Residents of Québec:

- i. any direct, indirect, special, consequential, incidental, economic or punitive damages (including loss of profit or revenue, financial loss, loss of business opportunities, loss, destruction or alteration of data, files or software, breach of privacy or security property damage, personal injury, death or any other foreseeable or unforeseeable loss, however caused) resulting or relating directly or indirectly to Services or any advertisements, promotions or statements relating to any of the foregoing, even if we were negligent or were advised of the possibility of such damages;
- ii. The performance, availability, reliability, timeliness, quality, coverage, uninterrupted use, security, pricing or operation of Services;
- iii. Any error, inclusion or omission with respect Services;
- iv. The denial, restriction, blocking, disruption or inaccessibility of any Services, public alerts or special needs services, Equipment or Identifiers;
- v. Any lost, stolen, damaged or expired Equipment, Identifiers, passwords, codes, benefits, discounts, rebates or credits;

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- vi. Any acts or omissions of a telecommunications carrier whose facilities are used to establish connections to points that we do not serve; or
- vii. Any claims or damages resulting directly or indirectly from any claim that the use, intended use or combination of the service or any material transmitted through the Services infringes the intellectual property, industrial, contractual, privacy or other rights of a third party.

Applicable only to Residents of Québec:

- i. Any damages (including loss of profit or revenue; financial loss; loss of business opportunities; loss, destruction or alteration of data, files or software; breach of privacy or security; or property damage) relating to Services;
- ii. The performance, availability, reliability, timeliness, quality, coverage, uninterrupted use, security, pricing or operation of Services;
- iii. Any error, inclusion or omission with respect Services;
- iv. The denial, restriction, blocking, disruption or inaccessibility of any Services, public alerts or special needs services, Equipment or Identifiers;
- v. Any lost, stolen, damaged or expired Equipment, Identifiers, passwords, codes, benefits, discounts, rebates or credits;
- i. Any error, omission or delay in connection with the transfer of Identifiers to or from another telecommunications service provider or any limitation connected thereto;
- vi. Any acts or omissions of a telecommunications carrier whose facilities are used to establish connections to points that we do not serve; or
- vii. Any claims or damages resulting directly or indirectly from any claim that the use, intended use or combination of the Services or any material transmitted through the Services infringes the intellectual property, industrial, contractual, privacy or other rights of a third party.

Not applicable to Residents of Québec:

These limits are in addition to any other limits on PhoneBox Parties' liability set out elsewhere in the Agreement and apply to any act or omission of the PhoneBox Parties, whether or not the act or omission would otherwise be a cause of action in contract, tort or pursuant to any statute or other doctrine of law.

33. Must I indemnify PhoneBox Parties with regards to the Agreement?

Yes. You agree to indemnify and hold harmless PhoneBox Parties from all demands, claims, proceedings, losses, damages, costs and expenses (including, without limitation, reasonable legal fees and other litigation expenses) incurred by or made against PhoneBox Parties, which result from or relate to the Services, your use of the Services or other matters related to this Agreement.

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CANCELLING AND SUSPENDING SERVICES

34. When and how can I cancel Services?

You may cancel any or all of your Services and any corresponding Service Agreement at any time by contacting PhoneBox at the points of contact specified in these Service Terms. Cancellation Charges, as defined in Section 38, may apply.

35. Can Services be transferred to another provider?

Some Services and Identifiers may be transferred to another provider, pursuant to the terms of the corresponding Service Agreement. Upon transfer-out of one or more Services and Identifiers to another provider, the applicable Service Agreements will be automatically cancelled. Cancellation Charges, as defined in Section 38, may apply.

36. When can PhoneBox cancel my Services, with notice?

Not applicable to Residents of Québec:

PhoneBox may cancel any or all of your month-to-month Services and corresponding Service Agreements upon no less than thirty (30) days' notice to you.

PhoneBox may only cancel Fixed Term Services if (1) we no longer have the technical ability to provide those Services; or (2) in accordance with Section 37.

Applicable only to Residents of Québec:

PhoneBox may cancel any or all of your month-to-month Services and corresponding Service Agreements upon no less than sixty (60) days' notice to you at your billing address.

PhoneBox may only cancel Fixed Term Services if: (1) we no longer have the technical ability to provide those Services; or (2) in accordance with Section 37.

37. When can PhoneBox cancel or suspend my Services, without notice?

Applicable to all PhoneBox customers:

In addition to our rights to terminate your Services pursuant to Section 36, PhoneBox may also restrict, block, suspend, disconnect or terminate for cause any or all of your Services, including 9-1-1 service, for cause, without notice, if:

- You are in breach of the Agreement, including non-payment of your charges or non-compliance with any Policies;
- You exceed reasonable usage limits, as determined by us;
- You have given us false, misleading or outdated information;

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- We reasonably suspect or determine that any of your Services, Equipment and / or Identifiers are the subject of fraudulent, unlawful or improper usage or usage that adversely affects our operations or the use of our services, facilities or networks by others;
- You harass, threaten or abuse us or our employees or agents;
- You fraudulently or improperly seek to avoid payment to us;
- We need to install, maintain, inspect, test, repair, remove, replace, investigate, protect, modify, upgrade or improve the operation of the Services, the Equipment or our facilities or networks; or
- We reasonably believe that there is an emergency or extreme circumstance that would warrant such action.

Applicable only to Residents of Québec:

If you subscribe to a Fixed Term Service, then we may only cancel your Service without notice if you are in default of your obligations under the Agreement, pursuant to Sections 1604, 2126 and 2129 of the *Civil Code of Québec*.

38. What amounts must I pay if my Service(s) are cancelled?

If you or PhoneBox cancels one or more of your Services you must pay all outstanding fees (including any installation fees for Services that have been installed but not activated), taxes, and Late Payment Charges on your final invoice for those cancelled Services.

For month-to-month Services, PhoneBox will provide a refund for the cancelled portion of monthly service Fees that you have paid in advance for Services. This refund will be pro-rated based on the number of days left in the last monthly billing cycle after cancellation.

If, in accordance with the Service Terms, you or PhoneBox cancel a Service that is subject to a Fixed Term prior to the expiry of the Term, then you must pay cancellation charges (“**Cancellation Charges**”) specified in the Service Agreement for those Services.

To the maximum extent permitted by law, one-time activation and installation fees are non-refundable. A re-stocking fee may apply to Equipment that you return or Equipment that has been ordered but not shipped. If Equipment that you have purchased has been shipped prior to Service cancellation, the fees for the Equipment are non-refundable. One-time activation and installation fees and restocking/Equipment fees are intended to recover costs and constitute a genuine pre-estimate of liquidated damages in the event that a Service is cancelled.

Notwithstanding the foregoing, PhoneBox does not issue any credits or refunds for cancellations for cause by PhoneBox, pursuant to Section 37. Services may also be subject to different cancellation and refund terms, as set out in the applicable Service Agreement(s).

PHONEBOX TERMS AND CONDITIONS OF SERVICE

39. How can I restore my Service(s) if they have been restricted, blocked, suspended, disconnected or terminated by PhoneBox?

PhoneBox may, at its sole discretion, restore your Services, with or without conditions that may include:

- a) Full repayment of outstanding amounts owing to PhoneBox;
- b) Compensation for costs incurred by PhoneBox in connection with your breach of the Service Terms, including costs incurred to enforce your compliance; or
- c) Changes to your Fees on an ongoing basis.

40. What happens to credit balances on my final bill?

If circumstances cause you to have a credit balance over \$10 on your final bill, you will receive a cheque for this amount in the mail. If the credit balance on your final bill is less than \$10, please contact us at the coordinates set out in Section 48 to claim your refund.

ADDITIONAL TERMS

41. Do I have to meet certain criteria to enter into this Agreement?

Yes. By entering into this Agreement, you represent and warrant that you have reached the age of majority in the province or territory of Canada applicable to the Agreement and that you possess the legal right and ability to enter into this Agreement and use the Services in accordance with this Agreement.

42. What is the process that applies to unresolved disputes with PhoneBox?

The process for billing disputes is described in Section 11 of the Service Terms. More generally, if you have a dispute about Services, Software, Equipment, about this Agreement, or about what we say outside this Agreement, then we want to resolve the dispute quickly and fairly, and will work with you in good faith to do so. If you have tried to work with us but remain unsatisfied, then you have a right to escalate the dispute. Any unresolved dispute may be referred to voluntary single arbitrator arbitration. In such event, the fees for the arbitrator shall be shared equally by the parties.

If you are a consumer or small business with a monthly bill under \$2500, you may escalate certain types of complaints externally with the Commission for Complaints for Telecom-Television Services (“CCTS”) (www.ccts-cprst.ca, 1-888-221-1687). CCTS is the telecommunications consumer agency designated by the Canadian Radio-television and Telecommunications Commission (“CRTC”) (<https://crtc.gc.ca/eng/phone/mobile/codesimpl.htm>) to resolve certain consumer and small business disputes about telecommunications and television services. CCTS accepts complaints relating to service delivery, contract disputes, billing, credit management and unauthorized transfers of service.

PHONEBOX TERMS AND CONDITIONS OF SERVICE

43. Which Court has jurisdiction over claims related to the Agreement?

By entering into the Agreement, except where the Canadian Radio-television and Telecommunications Commission, the CCTS or an arbitrator has jurisdiction, you consent to the exclusive jurisdiction of courts located in the province in which your billing address is located. However, if your billing address is outside of Canada, you submit to the jurisdiction of the province or territory in which the Services are delivered.

44. What laws apply to this Agreement?

The Agreement is governed exclusively by and construed in accordance with the laws of the province or territory in which your billing address is located, without regard to the principles of conflict of laws, but if your billing address is outside of Canada, the Agreement is governed exclusively by the laws of the province or territory in which the Services are delivered.

45. What if parts of this Agreement become unenforceable?

If any part of this Agreement becomes outdated, prohibited or unenforceable, the remaining terms will continue to apply to you and PhoneBox. Even if PhoneBox decides not to enforce any part of this Agreement for any period of time, the term still remains valid and PhoneBox can enforce it in the future.

46. Can this Agreement be assigned or transferred?

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

47. Do any terms or obligations of this Agreement apply after the cancellation or expiry of the Agreement?

Yes. The cancellation, transfer or expiry of a Service Agreement or the Agreement shall not release you or us from any obligation which has accrued prior to that event, including but not limited to the obligation to pay any outstanding amounts owed for Services.

HOW TO CONTACT US

48. How do I contact PhoneBox?

To contact PhoneBox for any reason, including providing notices to PhoneBox pursuant to this Agreement, you may reach us:

- By Phone: +1-855-886-0505
- By email: services@gophonebox.com

PHONEBOX TERMS AND CONDITIONS OF SERVICE

49. How do I contact PhoneBox for technical support?

Unless otherwise specified in a Service Agreement, PhoneBox offers technical support for its Services between 9:30 AM and 6:00 PM (Pacific Standard Time) from Monday to Friday and between 10:00 AM to 6:00 PM (Pacific Standard Time) on Saturdays and Sundays, with the exception of provincial and federal statutory holidays. You may contact PhoneBox for technical support via the contact information set out above in Section 48.

50. Where do I return Equipment?

You can return Equipment by mail or in person to the following addresses:

1240 Bay St. #305
Toronto, ON
M5R 2A7

658 Seymour St.
Vancouver, BC
V6B 3K4