

The terms ("you," "your" or "user"), as used in this Agreement, shall mean the user of [Cable TV of Camrose Inc.]'s Voice over Internet Protocol ("VOIP") residential or business communication services and any related services (the "Service").

1. USE OF SERVICE

1.1 Service Is To Be Used For Lawful Use Only. You agree to use the Service for lawful purposes only. You will not use the Services for any purpose or in any manner that is unlawful, abusive, intrusive on another's privacy, harassing, libelous, defamatory, threatening or hateful, or in any other way that would violate any applicable governmental law. You will also not use the Service in a way that interferes with our ability to provide Service to you or other customers or that avoids your obligation to pay for the Services.

1.2 Use of Service Internationally. While the Service may be used to make and receive international calls, we do not represent that the use of the Service is legally appropriate in all international locations. If you choose to use the Service from or to an international location, you shall be solely responsible for compliance with any and all governing foreign and local laws.

1.3 Confidentiality of Equipment Parameters. You shall not reverse engineer, distribute, publish, display, modify or in any way exploit the configuration parameters [Cable TV of Camrose Inc.] provides as a means to access the Service.

1.4 Residential Use of Service. If you have subscribed to Residential Services, the Service is provided to you as a residential user, for your personal, residential, non-business and non-professional use. This means that you are not using the Service for any commercial or governmental activities, profit-making or non-profit, including but not limited to business, sales, tele-commuting, telemarketing, autodialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would be inconsistent with normal residential usage patterns. Cable TV of Camrose Inc. reserves the right to immediately terminate or change your service to a more appropriate plan, if Cable TV of Camrose Inc. determines, in its sole discretion, that your service is being used for any of the aforementioned activities.

1.5 Small Business Use of Service. If you have subscribed to Small Business Services, the Service is provided to you as a small business user. You agree not to use the Service for auto-dialling, continuous or extensive call forwarding, telemarketing or fax broadcasting. Cable TV of Camrose Inc. reserves the right to immediately terminate or change your service to a more appropriate plan, if Cable TV of Camrose Inc. determines, in its sole discretion, that your service is being used for any of the aforementioned activities.

1.6 Theft and Fraud. You agree and understand that you are responsible for cancelling the Service if you believe that the interface equipment (the "Equipment") has been lost or stolen, or if you become aware that the Service is being used or misused without your consent. You must provide the account number and a detailed description of the circumstances of the Equipment theft or fraudulent use of Service. You will be liable for all charges accruing to your account for use of the Service using Equipment stolen from you and any and all stolen Service or fraudulent use of the Service until you cancel the Service.

1.7 Tampering with the Device and Service. You agree not to change the electronic serial number, MAC or equipment identifier of the Equipment. Cable TV of Camrose Inc. reserves the right to terminate your Service should you tamper with the Equipment, leaving you responsible for the all charges to the end of the current term, including without limitation unbilled charges, all of which immediately become due and payable. You agree not to disrupt or hack the Service or to make or attempt to make any use of the Service that is inconsistent with its intended purpose.

1.8 Termination of Service. Cable TV of Camrose Inc. reserves the right to terminate the Service at any time with or without notice and for any reason. You agree that Cable TV of Camrose Inc. shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

1.9 Copyright/Trademark/Unauthorized Usage of Device, Firmware or Software. The Service and Equipment and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Equipment, and all Services, information, documents and materials on Cable TV of Camrose Inc., and its service provider's website(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate Cable TV of Camrose Inc.'s, service marks, trademarks, trade Cable TV of Camrose Inc.'s, logos and domain Cable TV of Camrose Inc.'s (collectively "marks") of Cable TV of Camrose Inc. and/or its service providers are and shall remain the exclusive property of Cable TV of Camrose Inc. and/or its service providers and nothing in this Agreement shall grant you the right or license to use such marks. 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, or embedded in the Equipment, other than a non-transferable, 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, and that the Equipment is exclusively for use in connection with the Service. If you decide to use the Service through an interface device not provided by Cable TV of Camrose Inc., which Cable TV of Camrose Inc. reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that interface device with the Service and you will indemnify and hold harmless Cable TV of Camrose Inc. against any and all liability arising out of your use of such interface device with the Service. You agree not to reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

2. SERVICE LIMITATIONS

2.1 Not a Traditional Telephone Service. You acknowledge and understand that the Service is not a traditional telephone service. The Service connects to the Internet and not a traditional telephone line. There are IMPORTANT DIFFERENCES between the Service and a telephone service. The Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

2.2 Limitations to 9-1-1 Emergency Services. You acknowledge and understand that the Service does not support traditional 911 or E911 access to emergency services. Cable TV of Camrose Inc. has contracted, directly or indirectly, with a third party to provide a VOIP 911 emergency response service. However, there are certain important limitations on the functioning and capabilities of VOIP 911 call routing features provided by Cable TV of Camrose Inc. and its emergency response partner(s).

- (a) **Intermediate Call Centre.** Due to the “nomadic” nature of VOIP and the availability of “geographically independent” telephone numbers, [Cable TV of Camrose Inc.] and/or its service providers route 911 calls to intermediate “live” Emergency Response Operators. These Emergency Response Operators are different from the public safety answering point that would answer a traditional emergency 911. The Emergency Response Operator will ask the caller to confirm their call back number and location. The caller must be prepared to confirm his or her location and call-back number with the operator. The Emergency Response Operator will then transfer the caller to the emergency service agency that serves the callers location. You hereby authorize **Cable TV of Camrose Inc.**, its agents and its service providers to disclose your Cable TV of Camrose Inc. and address to third party service providers, including, without limitation, call routers, call centres and public service answering points, for the purpose of dispatching emergency service personnel to your registered location.
- (b) **Registration of Physical Location Required.** You must register the physical location at which each phone number provided for the Service will be used. Unless advised otherwise by the caller, the Emergency Service Operator will assume that the caller is located at your registered address for the Services. Should you choose to either temporarily or permanently operate the Services from a location other than the registered address, any 911 call made may be routed to an emergency centre near your registered address. You agree to notify **Cable TV of Camrose Inc.** immediately should you intend to change your use of the Service, including, without limitation, the location or address from which the Service is used.
- (c) **Presumption of Location.** In the event that a caller to 911 cannot speak, the Emergency Service Operator may assume that the caller is located at the address provided by you as your registered address for the Services;
- (d) **911 Emergency Service Not Available With Companion Softphone.** 911 emergency services are not available in conjunction with a Companion softphone;
- (e) **Network Congestion.** The Service may suffer a greater possibility of network congestion and/or reduced speed in the routing of a 911 call as compared to traditional 911 dialling over traditional public telephone networks.

2.3 Alternate 911 Arrangements. If you are not comfortable with the limitations of the 911 service, you should consider having an alternate means of accessing traditional 911 services.

2.4 Service Outages. You acknowledge and understand that the Service, **INCLUDING 911 SERVICE, will not work:**

- (a) during outages, suspensions or termination of Subscriber's broadband internet service for any reason;
- (b) in the event of a power failure or disruption.
- (c) in the event of a suspension or termination of the Service for any reason;
- (d) if your Internet service provider intentionally or inadvertently blocks the ports over which the Service is provided or if it otherwise impedes the usage of the Service.

2.5 Privacy. Voice over IP communications are transmitted over public networks including the Internet. You acknowledge that [Cable TV of Camrose Inc.] is not liable for any loss of privacy arising out of use of the Service.

2.6 Operator Services Not Available. Cable TV of Camrose Inc. does not currently offer Operator assisted calling, including, without limitation, collect calls, third party billing calls or calling card calls. The Service may not support 311, 511 and/or other x11 (other than 911 and 411) service.

2.7 No Directory Listing. The phone number you obtain from us is not currently listed in any telephone directory. Phone numbers transferred from your local phone company may be listed.

2.8 Incompatibility With Other Services. The Service may not be compatible with some home security systems. You may be required to maintain a telephone connection through your local exchange carrier in order to use any alarm monitoring functions for any security system. You are responsible for contacting the alarm company to determine the compatibility of any alarm monitoring or security system with the Services.

3. LIMITATION OF LIABILITY AND INDEMNIFICATION

The term “**Cable TV of Camrose Inc.**” as used in this section shall mean **Cable TV of Camrose Inc.** and its affiliates, employees, directors, officers, servants, agents and any other service provider that furnishes services, devices or equipment to you in connection with this Agreement or the Service or the Equipment.

3.1 Limitation of Liability. You acknowledge and agree that **Cable TV of Camrose Inc. WILL NOT BE LIABLE OR RESPONSIBLE TO YOU OR ANYONE ELSE FOR:**

- (a) any injury, death, or damage to persons or property, arising directly or indirectly out of, or relating to the 911 service and you agree to defend, indemnify and hold harmless **Cable TV of Camrose Inc.** from any and all claims, losses, damages, fines, penalties, costs and expenses (including without limitation, legal fees and expenses) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 service, incorrectly routed 911 calls, and/or the inability of any user of the Service to be able to use the 911 service or access emergency service personnel.
- (b) any special, indirect or consequential damages or for lost profits, in any matter related to this Agreement or the Service, including but not limited to any interruption, delay or failure to furnish, deliver or provide Services.
- (c) if Cable TV of Camrose Inc. is determined to have any liability in any matter related to this Agreement or the Services, such liability shall be limited to the price paid by you for the Service with respect to which the liability relates in the month or months in which the event giving rise to the liability occurred.

4. WARRANTIES

The term “**Cable TV of Camrose Inc.**” as used in this section shall mean **Cable TV of Camrose Inc.** and its affiliates, employees, directors, officers, servants, agents and any other service provider that furnishes services, devices or equipment to you in connection with this Agreement or the Service or the Equipment.

Cable TV of Camrose Inc. makes no express or implied warranty regarding the service or Equipment or the installation of same and disclaims any implied warranty including any warranties of merchantability and or fitness for a particular purpose. **CABLE TV OF CAMROSE INC.** does not warrant that the service or equipment will function without failure, delay, interruption, error, degradation of voice quality or loss of content, data or information. **CABLE TV OF CAMROSE INC.** does not authorize anyone, including but not limited to its employees, agents or representative, to make a warranty of any kind on its behalf and you should not rely on any such statement. If you purchased the Equipment new from **CABLE TV OF CAMROSE INC.** and the Equipment included a limited warranty at the time of purchase, you must refer to the separate limited warranty document for information on the limitation and disclaimer of such warranty. If your Equipment did not include a limited warranty from **CABLE TV OF CAMROSE INC.** at the time of purchase, you agree that you accept the Equipment “as is” and that you are not entitled to replacement or refund in the event of any defect. The provisions of this section shall be applied to the fullest extent of the law, but if any portion or aspect of this section is determined to be unlawful, this section shall be construed to limit liability against **CABLE TV OF CAMROSE INC.** to the fullest extent possible under the law.

5. CONTENT.

The term "User" as used in this section means any person, whether authorized or unauthorized, using the Service and/or Equipment provided to you.

You are liable for any and all liability that may arise out of the content transmitted by or to you or Users using the Service. You shall assure that your or User's use of the Services and content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. **Cable TV of Camrose Inc.** reserves the right to terminate or suspend affected Services, and/or remove your or Users' content from the Services, if **Cable TV of Camrose Inc.** determines that such use or content does not conform with the requirements set forth in this Agreement or interferes with **Cable TV of Camrose Inc.**'s ability to provide Services to you or others or receives notice from anyone that Your or Users' use or content may violate any laws or regulations. **Cable TV of Camrose Inc.**'s actions or inaction under this Section shall not constitute review or approval of your or Users' use or Content. You will indemnify and hold harmless Galaxy against any and all liability arising from the content transmitted by or to you or to Users using the Services.

6. Termination/Discontinuance of Service

Cable TV of Camrose Inc. reserves the right to suspend or discontinue providing the Service generally, or to terminate your Service, at any time in its sole discretion. If **Cable TV of Camrose Inc.** discontinues providing the Service generally, or terminates or suspends your Service in its discretion without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated or suspended for any stated reason, including without limitation violation of any terms of this Agreement, or because of any improper use of the Service or Equipment (such as, but not limited to, your attempts to hack, disrupt, or misuse the Service or your acts or omissions that violate any acceptable use policy of **Cable TV of Camrose Inc.** or of a third party provider to which **Cable TV of Camrose Inc.** is subject), you will be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee if applicable, all of which immediately become due and payable.

7. CHANGES TO THIS AGREEMENT

Cable TV of Camrose Inc. may change the terms and conditions of this Agreement from time to time. Changes to this Agreement supersede all previously agreed to electronic and written Terms and Conditions. **YOU AGREE TO THE CHANGES IF YOU HAVE BEEN GIVEN NOTICE OF THE CHANGES IN THE PRICES, CHARGES, AND/OR TERMS AND CONDITIONS AND YOU CONTINUE TO BE ENROLLED IN, USE, OR PAY FOR THE SERVICES AFTER ANY CHANGES HAVE BEEN MADE.** You understand and agree that notices will be considered given and effective on the date it is posted on the **Cable TV of Camrose Inc.** website at www.cable-lynx.net and/or the date we notify you of changes by the following: email at the address provided by you, postcard, letter, recorded announcement, message on your bill, an insert in your bill, newspaper ad, or a call to your billed telephone number, whichever occurs first.

I hereby acknowledge that I have read and agree to all terms and conditions herein:

User Full Name (print) _____

User Signature: _____

Date: _____

Street Address: _____

City: _____

Province: _____

Postal Code: _____

Phone#: _____

CTVOC Employee: _____

Installation Date: _____