

VoIP Terms of Service

VOIP Terms of Service Terms of Service for PWHR VOIP Telephone Services

PLEASE RETAIN THESE TERMS OF SERVICE FOR FUTURE REFERENCE.

PWHR Solutions ("PWHR", "we", "our") is pleased to provide telephone services to you for home and business use, subject to these Terms of Service. "You" and "your" means, as applicable, you and every person who uses your Services. As a condition of using the Services, you agree to and must comply with these Terms of Service, which will be binding on you. We provide you with, and you agree you have received, an express opportunity to accept or decline these Terms of Service and to correct any errors immediately before you enter into an agreement with us for the Services. If you choose to decline these Terms of Service or wish to correct any errors before you enter into an agreement with us for the Services, you must immediately notify us at 1-888-401-3864 and must not use any of the Services, the Adapter or the Equipment. If you do not so notify us and/or if you use any of the Services, the Adapter or the Equipment, you will be considered to have exercised your opportunity to accept or decline these Terms of Service and to have chosen to accept them.

1. **Services.** PWHR Solutions provides various telephone services for home and business use, as may vary from time to time. These PWHR Solutions telephone services are collectively referred to as the "PWHR Solutions VOIP Service" or "Services". For a detailed description of the Services currently offered by us, please visit www.pwhr.ca. When using the Services, you may be subject to additional terms. If these Terms of Service are inconsistent with any additional terms, these Terms of Service will prevail.

2. Billing and Payment.

a. **Invoicing.** We will invoice you for the Services once per month. You acknowledge that we may bill you up to one year from the date a charge was incurred. You also acknowledge that you are responsible for paying for all originating calls and charged calls accepted using your Services, regardless of who made or accepted them.

b. **Agreement to Pay.** You will pay us the applicable installation, administrative and Services fees, as well as any Adapter rental fees and any other fees identified to you upon placing your order for the Services, together with all taxes. In the event of any discrepancy between these Terms of Service and the terms and conditions of the PWHR Solutions bill, these Terms of Service will prevail. Information about your billing period and payment due date is available by contacting us at the toll-free number provided in Section 25.

c. **Overdue Accounts.** Any balance unpaid after the due date will be subject to a late payment charge of 2% per month compounded monthly (26.82% per year) until paid in full. Overdue accounts are subject to cancellation of service. An administration fee of \$25 will be levied if your credit card is denied or if your cheque is returned. A fee of \$25 may be charged if administration and/or account processing activities have occurred due to non-payment.

d. **Acceptance of charges.** Any questions or discrepancies regarding charges on your invoice must be reported to PWHR Solutions Customer Care at the toll-free number provided on our website within 90 days of the billing date. Failure to contact us within this time period will constitute acceptance of the charges.

e. **Authorization.** You authorize PWHR Solutions to charge your credit card (if you have provided this information) or use another authorized payment method to collect amounts due from you. You will promptly notify PWHR Solutions of any changes to your credit card account, billing address or any other information that may prevent payment collection. If you do not pay for the charges you owe us, you agree that we can charge any outstanding amount to your credit card or withdraw it from any authorized bank account or credit card. If you want to cancel pre-authorized credit card or chequing

payments, you agree to notify us at least 15 days in advance.

f. **One Bill.** You acknowledge that your subscription to certain Service(s) and/or your agreement to participate in certain Services promotions may require you to accept one bill for all products and services that you receive from PWHR Solutions and other members of the PWHR Solutions Communications organization.

3. **Fees and Rates.** The Services are offered to you at the fees and rates specified by PWHR Solutions from time to time. We reserve the right, in our sole discretion, to charge an activation fee to new Services subscribers.

4. Our Rights.

a. **Deposit.** We may require a deposit from you at any time. Any deposit will be credited to your account after at least 12 consecutive months in good standing on all your Services accounts with us. You will not earn interest on any deposits held by us. If your Services are terminated, we will apply the deposit against the outstanding balance on your account and refund any remaining balance to you.

b. **Interim Payment.** If you incur significant telephone charges or you present an abnormal risk to us, we may require an interim payment before your normal billing date. In this case, we will consider your payment past due 3 days after the due date or after we demand payment, whichever is later. If, after we notify you, the risk of loss to us substantially increases, or we believe you have no intention of paying the amount you owe, we can request immediate payment of your entire Services account.

c. **Credit Limit.** We may assign a credit limit on your account at any time. Service may be suspended or terminated at any time to any and all of your Services accounts if your balance, including unbilled usage and pending charges, fees and adjustments, exceeds this limit. We also reserve the right to change your credit limit at any time. We will give you notice of any assignment of, or change to, the credit limit amount.

d. **Access Blocking.** We may immediately, and without notice, block access to our network from, and/or restrict call termination to, particular phone numbers where we are experiencing significant amounts of toll fraud.

e. **Services Interruption.** We may interrupt your Services, without notice or liability, in order to install, maintain, inspect, test, repair, replace or remove our equipment (including the Adapter and other Equipment) and/or facilities, or, as necessary, for other purposes.

f. **No Obligation to Provide Services.** Notwithstanding any other provision of these Terms of Service, we may accept or decline your order for the Services, in our sole discretion.

g. **General Practices; Limits of Use; Modifications.** From time to time, PWHR Solutions may establish general practices and limits concerning use of the Services, and may make modifications or updates to the Services, the Adapter or other Equipment, as applicable. Your continued use of the Services means you agree to them. Please refer to Section 26 for more information about our amendment and modification procedures.

5. **Equipment Requirements.** In order to use the Services, you require an approved multimedia terminal adapter (an

“Adapter”) and may, from time to time, require such additional equipment, software and/or other devices for use with the Services as we may specify. If you require, we will provide you with the Adapter and/or such other additional equipment, software or devices for use with the Services (collectively, “Equipment”)

6. Non-Voice Communications Equipment. We do not guarantee that your home or business security or other non-voice communications equipment (including, but not limited to, fax machines, modems and medical monitoring devices) will work satisfactorily with the Services. We will not be liable to you or to any third party for any non-performance of or damage to your home or business security and/or non-voice communications equipment that may occur when used with the Service(s).

7. Use of the Services. Your use of the Services must comply with these Terms of Service and all applicable laws and regulatory requirements. Without limitation, you may not, directly or indirectly:

a. use the Services, the Adapter or any of our equipment (including the Equipment): (i) for any purpose that would constitute a criminal offence, give rise to civil liability, or otherwise violate any applicable local, provincial, federal or international law, or for the purposes of encouraging or assisting others to do any of the foregoing; (ii) to make prank, harassing, threatening, annoying, abusive or offensive calls or other communications; (iii) to invade another person's privacy or collect or store personal data about other users of the Services; (iv) to stalk or otherwise harass another; (v) to harm minors; (vi) to unlawfully use, transmit, disseminate or otherwise make available content that is unlawful, threatening, abusive, libelous, slanderous, defamatory or otherwise offensive; (vii) to unlawfully promote or incite hatred; (viii) to transmit, disseminate or otherwise make available objectionable information; (ix) to transmit, disseminate or otherwise make available information protected by copyright, or other proprietary or contractual right, or related derivative works, without obtaining prior permission of the copyright owner or rightsholder;

b. restrict, inhibit or interfere with the ability of any other person to use or enjoy the Services, or create an unusually large burden on our network, including, without limitation, distributing mass or unsolicited communications, or otherwise generating levels of traffic sufficient to impede others' ability to use the Services;

c. abuse or fraudulently use the Services;

d. alter, modify or tamper with the Services, our equipment (including the Adapter and other Equipment, as applicable), our facilities and/or our network;

e. subject to Section 21(c)(ii), remove the Adapter or other Equipment from your premises without our prior consent;

f. disrupt our network; interfere with digital networking or telecommunications service to or from any Services user or network; or otherwise restrict, inhibit, disrupt, or impede our ability to monitor or deliver the Services; or

g. resell or transfer the Services (including the Adapter and other Equipment, as applicable) to any other person for any purpose or receive, directly or indirectly, any charge or benefit for the use of the Services, without express written permission from us.

8. Security; Fraud Prevention. You are solely responsible for access to any Adapter and other Services equipment (including the Equipment) located at your premises. You must immediately notify PWHR Solutions using the toll-free number provided in Section 25 in the event that your Services are used in an unauthorized manner or if any Adapter or

other Equipment that we have provided to you for use with the Services is lost or stolen. You will be responsible to pay us for all charges up to the time you notify us. You also agree to treat as confidential and non-transferable all Calling Cards, access codes, PINs and/or other passwords that we may provide to you for use with the Services.

9. Customer Information.

a. Credit Inquiries. You authorize PWHR Solutions (and those acting on our behalf) to request and obtain credit history information from others. You also authorize PWHR Solutions (and those acting on our behalf) to disclose credit history information regarding you and your PWHR Solutions account to others. Pending approval of your credit, we may require you to satisfy certain activation requirements, which may include mandatory pre-purchase of equipment and/or mandatory monthly credit card payment.

b. Disclosure for Promotional and Other Purposes. Your account information may, from time to time, be disclosed to other members of the PWHR Solutions Communications organization and to our agents and authorized dealers in order to service your account, respond to your questions and promote additional products and services offered by members of the PWHR Solutions Communications organization that may interest you. If you do not wish to receive offers or information from related PWHR Solutions companies, please contact us at your convenience.

10. Access to Your Premises. You authorize PWHR Solutions and its employees, agents, contractors and representatives to enter your premises to install, maintain, inspect, test, repair, replace or remove our equipment (including the Adapter and other Equipment, as applicable), our facilities and/or our network, and to inspect and perform necessary maintenance in the event of network-affecting disruptions involving your facilities or equipment.

11. Telephone Directories and Listings.

a. Provision of Directory. At our discretion and subject to availability, we will provide to you one (1) copy of the current telephone directory (white pages only) for your area. The contents of any telephone directories provided to you by us may not be published or reproduced in any manner without the directory publisher's prior written consent.

b. Your Listing(s). We will make your name, address and telephone number(s) available to publishers of paper and electronic telephone directories and to providers of operator services, in accordance with CRTC requirements. We will not be liable to you or to any third party for any error or omission in any telephone listings, including, without limitation, any error or omission regarding telephone numbers(s), individual name(s) and/or corporate name(s).

c. Unlisted Telephone Numbers. You may opt to have your name, address and telephone number listing information omitted from these directories/services by requesting, and paying for, an unlisted telephone number. Subject to the 9-1-1 system operator exception described below, if you have requested an unlisted telephone number, we will not provide your listing information to any directory service or to providers of operator services. However, we cannot guarantee that these services and/or providers will not otherwise receive or obtain your telephone number(s) and address from a source other than us. Your name, address and telephone number(s) will be accessible by 9-1-1 system providers, even if you have requested, and paid for, an unlisted telephone number.

12. Privacy of Communications. Certain features of the Services (such as calling lines identification and last call return) provide name and telephone number information about you to the called party. PWHR Solutions is committed to satisfying all existing and future CRTC regulatory requirements designed to protect customer privacy. These include: (i) delivery of the privacy indicator when invoked by an end customer; (ii) provision of automated universal per-call blocking of calling line identification; (iii) provision of per-line call display blocking to qualified end customers; (iv) disallowance of

call return to a blocked number; (v) enforcement of the CRTC's restrictions on Automatic-Dialing Announcing Devices (ADAD), Automatic Dialing Devices (ADD), and unsolicited facsimiles applicable in the territories in which we provide Services; and (vi) provision of universal call trace to law enforcement agencies.

13. Confidentiality of Customer Information. Unless you provide express consent or disclosure is pursuant to a legal power, all information regarding you kept by us, other than your name, address and listed telephone number, is confidential and may not be disclosed by us to anyone other than: (i) you; (ii) a person who, in our reasonable judgment, is seeking the information as your agent; (iii) another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose; (iv) a company involved in supplying you with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; (v) an agent retained by us in the collection of your account or to perform other administrative functions for us, provided the information is required for and used only for that purpose; (vi) an agent retained by us to evaluate your creditworthiness, provided the information is required for and is to be used only for that purpose; (vii) a law enforcement agency whenever we have reasonable grounds to believe that you have knowingly supplied us with false or misleading information or are otherwise involved in unlawful activities directed against us; (viii) a public authority or agent of a public authority if, in our reasonable judgment, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information. Express consent may be taken to be given by you where you provide: (A) written consent; (B) oral confirmation by an independent third party; (C) electronic confirmation through the use of a toll-free number; (D) electronic confirmation via the Internet; (E) oral consent, where an audio recording of the consent is retained by us; or (F) consent through other methods, as long as an objective documented record of your consent is created by you or an independent third party. Upon request, you may inspect any of our records related to your use of the Services.

14. 9-1-1 System and Dialing.

a. 9-1-1 SYSTEM. BY DIALING "9-1-1" FROM ANY TELEPHONE AT YOUR SERVICE ADDRESS THAT IS CONNECTED TO THE ADAPTER, YOUR CALL IS AUTOMATICALLY ROUTED TO THE RESPONSIBLE 9-1-1 ANSWERING POINT IN YOUR AREA, WHERE SUCH EXISTS. WE WILL CHARGE YOU A 9-1-1 SERVICE FEE AS PART OF YOUR MONTHLY CHARGE FOR BASIC TELEPHONE SERVICES.

b. LIMITATION OF LIABILITY FOR ADAPTER MISUSE. IN ORDER FOR 9-1-1 SERVICE TO FUNCTION PROPERLY, YOU MUST USE THE ADAPTER AND OTHER EQUIPMENT AT YOUR SERVICE ADDRESS. WE WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR YOUR FAILURE TO COMPLY WITH THIS REQUIREMENT.

c. 9-1-1 SERVICE FUNCTIONALITY. OUR 9-1-1 SERVICE PERFORMS IN THE SAME MANNER AS 9-1-1 SERVICES PROVIDED BY TRADITIONAL TELEPHONE COMPANIES WHEN YOU SUBSCRIBE TO OUR E-9-1-1 SERVICE. SHOULD YOU OPT OUT OF THIS SETUP, WE PROVIDE REGULAR 9-1-1 SERVICE WHICH GIVES YOU ACCESS TO THE 9-1-1 SYSTEM, BUT WILL NOT SEND YOUR TELEPHONE NUMBER AND ADDRESS. SERVICE WILL ONLY BE UNAVAILABLE IN THE EVENT OF A DISRUPTION OR OTHER UNAVAILABILITY OF THE SERVICES (SEE SECTION 15 BELOW).

15. Limitations on Services Availability.

a. Acknowledgment. You acknowledge and understand that the Services may not function correctly, or at all, in the following circumstances: (i) if your Adapter or other Equipment fails or is not configured correctly; (ii) in the event of an ISP (Internet Service Provider) network outage or extended power failure; (iii) if you tamper with or move your Adapter and/or other Equipment to a location other than your service address; and/or (iv) following suspension or termination of your Services account(s).

b. Limitation of Liability for Service Unavailability. We will not be liable to you, your company / organization or to any third

party for any inability to use the Services as a result of the Services limitations described above.

16. Calling Card.

a. **Provision and Use.** We may provide to you a PWHR Solutions VOIP calling card ("Calling Card") and associated personal identification number ("PIN") for use with the Services. All calls placed using your Calling Card and/or associated PIN will be billed to your PWHR Solutions VOIP account at the fees and rates (including surcharges, as applicable) specified by PWHR Solutions from time to time. You must take reasonable steps to protect your Calling Card and associated PIN and must notify us immediately if your Calling Card and/or associated PIN is lost, stolen, or used without your authorization. We may cancel your Calling Card, or change your Calling Card number, PIN and/or Calling Card access numbers, at any time, in our sole discretion. You must return your Calling Card to us (where applicable) immediately, upon request.

b. **Limitation of Liability for Calling Card Use.** We will not be liable to you or to any third party for: (i) loss, theft or damage of/to your Calling Card and/or associated PIN; (ii) unlawful or unauthorized use of your Calling Card and/or associated PIN; (iii) failure to complete a telephone call using your Calling Card and/or associated PIN; and/or (iv) any other losses or damages arising from your use of, or inability to use, your Calling Card and/or associated PIN.

17. **Special Needs Services.** We may or may not offer 24-hour per day Message Relay Service (MRS).

18. Ownership.

a. **Equipment.** We or our licensors own the Adapter and other Equipment. You may not mortgage, sell, lease, encumber or assign the Adapter or other Equipment. You will take reasonable steps to protect the Adapter and other Equipment. You will pay the full replacement costs of any lost, stolen, unreturned, damaged, mortgaged, sold, leased, encumbered or assigned Adapter or other Equipment, together with any costs we incur in obtaining or attempting to obtain possession of the Adapter and/or other Equipment, up to a maximum of \$1,000 per item, plus applicable taxes.

b. **Telephone Numbers, Access Codes, Calling Cards, PINs.** You do not own any telephone numbers, access codes, Calling Cards or PINs used with the Services. We may change your telephone number(s), access code(s) and/or PIN(s), provided we have reasonable grounds for doing so and have given you reasonable prior notice stating the reason, anticipated date of change, and the new number(s), access code(s) and/or PIN(s), as applicable.

c. **Software or Documentation provided by Us.** Any software or documentation we provide to you remains our property or that of our respective licensors. You will take reasonable steps to protect any software or documentation from theft, loss or damage. You must review and agree to the applicable end user license agreement before installing or using any such software or documentation. Unless otherwise provided in the applicable end user license agreement, all end user license agreements will terminate upon termination of your Services.

19. **Choice of Long-Distance Service Provider.** You may choose your preferred longdistance service provider from those providers that have entered into connection arrangements with us. In the event that you choose to receive local, but not long-distance, telephone services from us, we may provide long-distance services to you prior to activation by your long-distance company to ensure continued availability of long-distance services.

20. **Term.** Your subscription to the Services shall continue indefinitely until terminated or cancelled by you or us pursuant

to the provisions hereof or in accordance with applicable law.

21. Termination and Suspension.

a. **Termination for Convenience.** You may terminate your Service(s) at any time by providing us with no less than 30 days written notice. Unless otherwise stated in these Terms of Service, we may terminate your Service(s) upon 30 days written notice to you. Applicable charges continue until the 30 days have elapsed or until the Services and Adapter or other Equipment have been cancelled, disconnected and/or returned to us, whichever is later.

b. **Suspension/Termination for Cause.** We may terminate or suspend your Service(s) immediately, without notice or liability, if: (i) you breach any term or condition of these Terms of Service (including your obligation to pay for the Services); (ii) you fail to pay when due any amount you owe to us or our affiliate(s) for services provided pursuant to any other agreement or account that you may have with us or our affiliate(s); (iii) any other subscriber of PWHR Solutions' services at your service address fails to pay when due any amount owed to us or our affiliate(s) for services provided pursuant to any other agreement or account that such subscriber may have with us or our affiliate(s); (iv) a bankruptcy notice is filed against you, either voluntarily or involuntarily; (v) we suspect your home telephone line(s) or Services account is the subject of fraud or unlawful or improper use; (vi) you give us false or misleading information; or (vii) you re-arrange, disconnect, repair or otherwise interfere with the Adapter or other Equipment, our facilities and/or our network without our consent.

c. Effect of Suspension/Termination.

i) Upon termination of your Services: (i) you will pay us in full for the Services, including the charges described in Section 21(a), as applicable, which service fees will be pro-rated by us for any portion of a month; and (ii) you will return the Adapter and other Equipment to us, and you will destroy all copies of any software or documentation provided to you by us, or permit us or our agents to access your premises at a mutually agreed time to remove the Adapter, Equipment and other material we provided.

ii) Additionally, if we suspend or terminate your Service(s) pursuant to subsection (b) above, we may: (i) charge you for any costs we incur as a result of your breach of these Terms of Service; (ii) suspend or terminate, without notice or liability, any services provided to your service address by us or our affiliate(s) under your account or under any other agreement or account, whether or not such services are billed to or payable by you; and (iii) charge you, and you agree to pay, a reconnection service fee per affected line. We cannot guarantee the availability or resumption of any previous telephone numbers following a termination of your Services. Service charges will continue to accrue during any suspension of Services.

iii) In the event of a suspension or termination of your Services, all features of the Services will be suspended or terminated, as applicable (excepting 9-1-1 service in the case of a Services suspension only).

22. **No Warranties.** **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) WE DO NOT GUARANTEE OR WARRANT THE PERFORMANCE, AVAILABILITY, UNINTERRUPTED USE OF OR OPERATION OF THE SERVICES, THE ADAPTER, THE EQUIPMENT OR OF ANY EQUIPMENT, FACILITIES, CONNECTIONS OR NETWORKS USED BY US OR OUR UNDERLYING CARRIERS IN PROVIDING THE SERVICES TO YOU; AND (B) YOU BEAR THE ENTIRE RISK AS TO THE USE, AVAILABILITY, RELIABILITY, TIMELINESS, QUALITY AND PERFORMANCE OF THE SERVICES, THE ADAPTER AND THE EQUIPMENT. WE DO NOT MAKE EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS (INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICES, THE ADAPTER OR THE EQUIPMENT. ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PWHR Solutions, OR OUR AGENTS OR DEALERS, CREATES ANY WARRANTY NOT

EXPRESSLY STATED IN THESE TERMS OF SERVICE.

23. **General Limitations of Liability.** In addition to those limitations of liability set out elsewhere in these Terms of Service, we will not be liable to you or to any third party for: a. any direct, indirect, incidental, special, punitive or consequential losses or damages, including: loss of profits; loss of earnings; loss, theft, destruction, interception, misdelivery or alteration of data or other information; loss of business opportunities; property damage; personal injuries (including death); or any other foreseeable or unforeseeable loss resulting directly or indirectly out of: (i) these Terms of Service; (ii) the Services, the Adapter, or our other equipment (including the Equipment), facilities and/or networks used with the Services; or (iii) any oral or written statements, advertisements or promotions relating to these Terms of Service, the Services, the Adapter or our other equipment (including the Equipment); even if we were advised of the possibility of damages or were negligent; and

b. any losses, claims, damages, expenses, liabilities or costs (including legal fees and court costs) resulting directly or indirectly out of any claim that the use or intended use of the Services, the Adapter and/or our other equipment (including the Equipment), facilities and/or networks used with the Services infringes the copyright, patent, trade-mark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights or contractual rights of any third party. These limits apply to any act or omission of PWHR Solutions, our underlying carriers, and to our respective officers, employees, affiliates, agents or suppliers, whether or not the acts or omissions would otherwise give rise to claims or causes of action in contract, tort, pursuant to statute or pursuant to any other doctrine of law.

24. **Arbitration.** Except where prohibited by applicable law, any claim, dispute or controversy (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether preexisting, present or future) arising out of or relating to: (a) these Terms of Service; (b) the Services (including the Adapter and other Equipment, as applicable); (c) oral or written statements, advertisements or promotions relating to these Terms of Service or to the Services (including the Adapter and other Equipment, as applicable); or (d) the relationships that result from these Terms of Service (collectively the "Claim") will be referred to and determined by a sole arbitrator (to the exclusion of the courts). Except where prohibited by applicable law, you waive any right you may have to commence or participate in any class action against us related to any Claim and, where applicable, you also agree to opt out of any class proceedings against us. If you have a Claim, you should give written notice to arbitrate at the address specified in Section 25. If we have a Claim, we will give you notice to arbitrate at your billing address. Arbitration will be conducted by one arbitrator pursuant to the commercial arbitration laws and rules in effect on the date of the notice in the province in which your service or billing address (as applicable) is located.

25. **Contact Information.** To contact PWHR Solutions, call 1-888-401-3864

26. **Service Modifications; Amendments.** We may at any time and from time to time amend or modify these Terms of Service and/or any fees, features or other aspects of your Services upon notice to you and without your consent. Notification may be provided using one or more of the following methods: (i) postcard or letter mailed to your billing or service address; (ii) bill message or insert; (iii) e-mail to one or more of your PWHR Solutions or otherwise provided to us by you e-mail accounts; (iv) recorded announcement; (v) posting on www.pwhr.ca; (vi) call to your billed telephone number; (vii) newspaper ad; or (viii) speaking to you or leaving a message for you. If you do not agree to any such amendments or modifications of these Terms of Service and/or any fees, features or other aspects of the Services, your sole and exclusive remedy is to immediately stop using the Services and terminate your Services. Your continued use of the Services following such notice means you agree to such amendments and modifications. You can review the most current version of these Terms of Service at www.pwhr.ca or by requesting a copy by calling us at 1-888-401-3864.

27. **Governing Law.** These Terms of Service are governed exclusively by the laws of the province in which your service address is located.

28. **Trademark Information.** PWHR Solutions, PWHR Solutions VOIP and the other PWHR Solutions marks are

trademarks and/or registered trademarks of PWHR Solutions are used under license. You agree not to display or use in any manner the foregoing trademarks or any other trademarks of PWHR Solutions without the express prior permission of PWHR Solutions.

29. General.

a. **Entire Agreement; Non-Waiver.** These Terms of Service, together with any completed and signed Pre-Authorized Payment form, PWHR Solutions' published rates for the Services, PWHR Solutions' invoice terms, and any guides or manuals that we may provide to you regarding your Services, all as amended from time to time, constitute the entire agreement between you and PWHR Solutions for the Services and supersede all prior agreements, written or oral. If any portion of these Terms of Service is unenforceable, the remaining provisions continue in full force. Our failure to enforce strict performance of any provision of these Terms of Service does not mean we have waived any provision or right. Neither the course of conduct between us nor trade practice modifies any provision of these Terms of Service. These Terms of Service enure to the benefit of and are binding on you and your heirs and legal personal representatives. You may not assign or transfer these Terms of Service. We may assign or transfer these Terms of Service or any of our rights hereunder. These Terms of Service enure to the benefit of and are binding on our successors and assigns. The provisions of Sections 2(a)-(e), 6, 7, 8, 9, 10, 11(b)-(c), 12, 13, 14, 15, 16, 18(b), 21(c), 21(d), 22, 23, 24, 25, 27, 28 and 29(a) shall survive any termination of your Services.

b. **Services Information.** The following Services information is available to Services subscribers, upon request: (i) local calling area boundaries; (ii) Service(s) options and pricing; (iii) applicable service charges; (iv) our policy on the provision of enhanced services; (v) available special needs services; and (vi) information about our privacy policy.