TERMS AND CONDITIONS

CUSTOMER

For the purposes of these terms and conditions, the customer is the person or company whose name appears on the invoice (the "Customer"). The terms of service detailed within form an agreement between JOWATEL Telecommunications Inc. and its partners ("JOWATEL"), and the Customer (the "Agreement").

SERVICES

"Service" or "Services" means any product or service provided to you by JOWATEL and or its partners including, but not limited to, Long Distance Services, Business Line Services, Hosted PBX Service, SIP Trunking Service, Internet Services, DSL, ADSL and VDSL High Speed Internet Services or Ethernet WAN Services.

The scope of Services provided to the Customer may be expanded or decreased at any time upon written notice to JOWATEL. Any changes to the Services may result in additional installation fees, changes in monthly fees, or termination fees.

RATES, CHARGES & PAYMENT

All monthly recurring charges will be billed in advance and usage based fees will be billed a month in arrears. JOWATEL's payment due date is thirty (30) days from the invoice date (the "Due Date").

JOWATEL reserves the right to charge interest on any outstanding amount at the lesser of: (i) 26.82% annually or 2% per month, subject to change, or (ii) the maximum rate permitted by applicable law.

If the Customer's invoice is lost or the Customer does not receive the invoice, the Customer is still responsible for making the required monthly recurring charge payment to JOWATEL by the Due Date.

JOWATEL will invoice the Customer a minimum of $15.00 per month for the combination of long distance, toll-free and travel card services provided. The Customer agrees to pay such minimum charge each and every month they are receiving one or more of long distance, toll free and calling card services from JOWATEL.

JOWATEL reserves the right to increase International long distance rates without notice; all other rate increases shall take effect upon thirty (30) days written notice to the Customer.

TERM OF AGREEMENT

This Agreement will take effect from the date of signature by JOWATEL. Commencement Dates and Terms for the JOWATEL Services are set out in the Service order form. This Agreement will continue in effect for the duration of one (1) year Term. Thereafter, this Agreement and the Service orders will automatically renew for additional one (1) year periods on the same terms and conditions unless either JOWATEL or the Customer gives, at least one month prior to the expiration of any such renewal period, a written notice to the other party stating that it does not want the Term of a Schedule to renew for another one year period.

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DISPUTES

The Customer must bring invoice inquiries and disputes to JOWATEL's attention in writing within sixty (60) days of the invoice date. After that time, the Customer will be deemed to have agreed to the contents of the invoice and will have no right to challenge any element of the invoice.
JOWATEL will investigate all disputes. If JOWATEL, acting reasonably, finds that the dispute is invalid, the Customer must pay the disputed portion with interest immediately. If JOWATEL finds that the dispute is valid, a credit amount will be placed on the following invoice.
The Customer must pay all the undisputed charges by the Due Date.

CREDITS/DEPOSITS

JOWATEL may require a deposit from the Customer for the purpose of establishing an acceptable level of credit prior to implementation of Service or at any time during the terms of the Service Agreement in the following circumstances:

a. If the Customer has no credit history with JOWATEL and is unable to provide proof of creditworthiness,
b. The Customer has an unsatisfactory credit history with JOWATEL, based on previous payment practices, and is unable to provide satisfactory proof of current creditworthiness,
c. If the Customer presents a clear abnormal risk of loss.

JOWATEL may request a deposit from the Customer, but may also accept an alternative arrangement such as:

a. Guaranteed form of check,
b. A written guarantee from another person whose credit has been established and is to JOWATEL's satisfaction,
c. A bank letter of credit

If JOWATEL finds that satisfactory credit history has been established, JOWATEL will return the deposit or, with the Customer's consent, apply a portion to the current or unpaid charges due to JOWATEL and return the unused balance to the Customer.

As may be determined by JOWATEL in its sole discretion at any time, JOWATEL may lower the Customer's credit limit and if the financial circumstances or payment history of the Customer is or becomes unacceptable, or in the event Customer exceeds its credit limit as determined by JOWATEL or indicates difficulties in meeting its payments, JOWATEL may require a new or increased deposit, partial payment, guarantee or irrevocable letter of credit, at JOWATEL's option, to secure Customer's payments for the duration of the Agreement. Failure of Customer to provide the requested security shall constitute a material breach of this Agreement and shall provide JOWATEL with cause to terminate this Agreement; such termination entitling JOWATEL to collect outstanding amounts forthwith.

If Services are cancelled, JOWATEL may apply any portion of the deposit to the amount outstanding and return the un-used balance to the Customer. Where a written guarantee was provided JOWATEL may use the guarantee to arrange for payment outstanding and upon receipt of payment will return any written guarantee to the Customer.

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JOWATEL's OBLIGATIONS

JOWATEL will make all reasonable efforts to maintain all JOWATEL Services and ensure they are operational.

JOWATEL does not warrant uninterrupted working of its services, facilities, circuits, lines or equipment and is not liable for any damages arising from omissions, interruptions, delays, errors or defects in transmission, or failures or defects in JOWATEL's facilities or equipment, unless they are caused by JOWATEL's negligence.

Installation and wiring will be provided up to the building's demarcation point, any inside wiring, or special construction is the responsibility of the Customer or the Customer's interconnect company, unless otherwise negotiated and the appropriate fees are agreed upon between the Customer and JOWATEL.

JOWATEL will notify the Customer's current Long Distance Carrier supplier of the Customer's decision to use JOWATEL's Long Distance Services. For certainty, any Long Distance Services will mean all calls dialed using 1+ or 011+ on the numbers listed to JOWATEL.

In the event the Customer has experienced a service interruption, omission, delay, error or defect in transmission, JOWATEL will, upon request from the Customer, refund that part of the Customer's recurring monthly or usage charge for the Service. The refund will be proportionate to the length of time the problem existed.

JOWATEL shall retain all information received from the Customer for providing the Services to the Customer in confidence, excepting only Customer's published name, address and telephone number and will not use or disclose such Customer information except to provide the Services to the Customer or except as is authorized or provided for by law, including any privacy legislation that may apply to JOWATEL from time to time.

CUSTOMER'S OBLIGATIONS

Customer shall not use the Services or the Equipment in any manner not contemplated under this Agreement, including, without limitation, resale of the Services or the Equipment without express written permission from JOWATEL. Any unauthorized use of the Services, which may breach Canadian Radio-television Telecommunications Commission's guidelines for acceptable use, may be subject to penalties, which will be the burden of the Customer to pay.
The Customer will adhere to the guidelines for International Toll-free service and understands that the numbers shall not be used for Call Backs, Calling Cards, Third Country Calling and Reselling activities. JOWATEL accepts no liability for any actions that may be taken against the Customer by the International Authorities, which may result in the cancellation or disruption of service.

For security purposes the Customer shall take care to ensure that the JOWATEL Calling Card number is kept confidential. The Calling Card is the property of JOWATEL and must be returned to JOWATEL upon request.

Inside wiring from the building's demarcation point shall be arranged by the Customer prior to the date of installation. Any costs associated with inside wiring, or delays caused by, are the responsibility of the Customer, unless otherwise negotiated and the appropriate fees are agreed upon between the Customer and JOWATEL.

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The Customer shall allow JOWATEL, its agents and employees access to enter the Customer's premises, at reasonable hours, on which the Services are or are to be provided, to install, inspect, repair, remove its equipment. Except in the case where the Customer is in default of this Agreement, JOWATEL must obtain the Customer's permission prior to entering the premises.

The Customer is responsible for providing JOWATEL with the correct information for all Directory Listing orders and any charges associated with the Directory Listing, including Moves, Adds, Changes and Deletions. JOWATEL's liability for any damages, claims, losses, costs, expenses, fines, penalties or other liabilities arising from any error or omission in the Customer's Directory Listing is limited to making a refund of any charge associated with the implementation of the listing. JOWATEL is not liable for any damages, claims, losses, costs, expenses, fines, penalties or other liabilities arising out of continuation of the Directory Listing in any telephone directory after termination or cancellation of the JOWATEL Services.

Customers subscribing to Internet Services understand and agree to the terms as set forth in the Internet Services Acceptable Use Policy. JOWATEL reserves the right to terminate this Agreement if the Customer breaches the Internet Services Acceptable Use Policy located on the JOWATEL web site under: http://jowatel.com/en/terms-and-conditions/

Illicit Use - Under no circumstances shall the Customer use, and the Customer shall ensure that its clients do not use, the JOWATEL Services or the Equipment fraudulently or otherwise illegally including, without limitation:

a. Falsely reducing or avoiding in whole or in part the regular charges for the Services and the Equipment;
b. Obtaining, accessing, altering or destroying data files, programs, procedures or other information of JOWATEL or JOWATEL's customers;
c. Interfering with JOWATEL services or equipment or affecting JOWATEL's customers;
d. To directly or indirectly violate any law, rule, code or regulation or aid any unlawful act or undertaking.

Fraudulent Calls – the Customer shall indemnify and hold JOWATEL harmless from and against all claims, actions, losses, damages, costs, expenses, fines, penalties or other liabilities arising now and in the future resulting from fraudulent calls of any nature carried by means of the Services. The Customer shall not be excused from paying JOWATEL charges for the Services provided to the Customer, or any portion thereof, on the basis that fraudulent calls comprised a portion of the Services.

In the event JOWATEL discovers fraudulent calls are being made or reasonably believes fraudulent calls are being made, in respect of the Services, JOWATEL shall notify the Customer in writing of such fraudulent use and the Customer shall use all commercially reasonable efforts to prevent or terminate the fraudulent use.

If the Customer does not terminate the fraudulent use within seven (7) days of receiving notice from JOWATEL, JOWATEL will have the right, without notice to Customer, to take immediate action such as suspension of the JOWATEL Services or any such other action that is reasonably necessary to prevent or terminate such fraudulent use from taking place.

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Early Termination and Termination of Services by the Customer

The Customer understands and agrees that the provisioning of Services under a term agreement will be subject to early termination fees if any or all of the Services are cancelled prior to the expiration of the initial term.

If the Agreement or any of the Services are cancelled prior to the expiration of the initial term, the Customer will be liable to pay JOWATEL as a termination fee an amount equal to 100% of the monthly recurring charges for each of the months remaining in the Agreement. The termination fees are a reasonable estimation of the damages suffered by JOWATEL in the event the Agreement is terminated early, and shall not be considered a penalty.

The Customer agrees to provide JOWATEL with thirty (30) days prior written notice that the Services are to be cancelled and to pay for all Services up to the cancellation date. Failure to properly notify JOWATEL of the cancellation could result in delays.

Installation Fee: The Customer agrees to pay installation fees for the Services. Should the Customer cancel a request for the Services prior to the intended date of installation of such Services, the Customer will forfeit the installation fees, or where the installation fees have been waived by JOWATEL, the Customer will be liable for any charges associated with the process of provisioning the services.

Grounds for Suspension and Termination

If the Customer fails to comply with its obligations under the Agreement or breaches any of the terms and conditions of Service (including, by way of example and without limitation, non-payment, abuse of the Services, inability to provide satisfactory proof of creditworthiness or provide a payment guarantee), JOWATEL may suspend and/or terminate the Services with no liability to the Customer.

1. **Suspension:**
   In the event the Customer's Service is suspended, the Customer must pay for any reconnection charges prior to the restoration of suspended Services, the price of which is determined by the scope of Services provided.
2. **Termination:**
   In the event the Customer's Service is terminated, the Customer must re-apply in order for the Services to be re-established and JOWATEL cannot guarantee that the Customer will be designated the same telephone numbers associated with their Service.

   If the Agreement is terminated before the end of the initial term as a result of the Customer's breach of the Agreement and/or the terms and conditions of Service, the Customer will be liable for early termination fees as outlined in these Terms and Conditions.

If JOWATEL fails to comply with its obligations under this Agreement, you may terminate the Agreement without liability for early termination fees so long as you have provided JOWATEL written notice detailing JOWATEL's breach, and allowed JOWATEL thirty (30) days to remedy the breach.

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Liability

JOWATEL will not be liable for damages for any delay or failure to perform due to governmental orders, labor disputes or shortages, acts of God, cable cuts, or other causes beyond the reasonable control of JOWATEL.

The Customer is responsible for controlling access to, and use of, its own facilities, and although JOWATEL may recommend possible solutions to reduce unauthorized use of the Service, JOWATEL does not warrant or guarantee that such recommendations will prevent all unauthorized use. The Customer shall be solely responsible for determining the adequacy of the Service for any and all uses to which the Customer may apply. JOWATEL makes no warranties or conditions, express or implied, including any implied warranty of merchantability or of fitness for a particular purpose.

The total liability of JOWATEL shall not exceed the amounts paid by the Customer for the Service. In no event shall JOWATEL be liable to the Customer for any other amounts, including indirect, special, incidental, consequential, or punitive damages or any kind, including but not limited to, lost profits, regardless of whether such damages were foreseeable, and regardless of the form of the action.

Customer shall indemnify, defend and hold JOWATEL harmless against all claims, losses, damages, costs, expenses, fines, penalties or other liabilities, including legal fees, arising from the use of the Service, including but not limited to, charges incurred as a result of authorized or unauthorized use of the Service by third parties; claims for libel, slander, invasion of privacy or infringement of copyright; and claims for patent infringement arising from combining or using the Service with facilities or equipment furnished by others.

Governing Laws

Any litigation arising hereunder may be brought in the courts of the Province of Quebec. By obtaining the Services hereunder, the Customer is deemed to have submitted to such jurisdiction, thereby will be liable to JOWATEL, for legal fees incurred in the collection or attempted collection of any undisputed past due amounts.