



Terms Of Service

May 11th 2024

The following terms and conditions of service ("**Terms of Service**") govern your use of the Services and form part of your Agreement, as defined below. If there is any inconsistency between these Terms of Service and any other document forming part of your Agreement, these Terms of Service will prevail unless such other document is executed by a ByteTel Company and specifically provides that it prevails over these Terms of Service. There are important 911 terms related to the ByteTalk digital phone service. Please review the entire Agreement. By activating this Service, you acknowledge that you have read, understood and agree to these Terms of Service.

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1. GENERAL

1.1 Byte Telecommunications Inc. and its subsidiaries and affiliates (individually "**ByteTel Company**", and collectively "**ByteTel Companies**") provide a broad range of telecommunications services to customers:

- a. "**ByteTel**" means Byte Telecommunications Inc., a telecommunications service provider;
- b. "**us**", "**we**", "**our**" or "**ourselves**" means the ByteTel Companies named in the Agreement.

1.2 Capitalized terms not defined elsewhere in these Terms of Service shall have the following meanings:

- a. "**Agreement**" means all of the terms and conditions that govern your Services with the ByteTel Companies, including these Terms of Service and any ByteTel Company document(s) describing the services, plans, features or products you have selected, and any policies or other document(s) incorporated by reference.
- b. "**I**", "**me**", "**you**", "**your**" and "**yours**" refer to you and also to persons that you authorize to use the Service or act as your agent with regard to the Service or to use the Service through one or more accounts we have designated and provided to you (all such accounts hereinafter collectively called "**Account**" or "**Accounts**").
- c. "**Equipment**" means any device, equipment or hardware used to access the Services or used in conjunction with the Services, and in the case of Equipment supplied by or through us also includes all related documentation.
- d. "**Good Working Condition**" means maintained in working order and treated with reasonable care so that it is suitable for continued use. For greater clarity, Equipment will not be considered in Good Working Condition where it is in working order but is unsuitable for use due to factors including but not limited to excessive odours, stains or other cosmetic damage that would not be considered reasonable wear and tear.
- e. "**Residents of Québec**" means residents of Québec who enter into an Agreement or to whom the Consumer Protection Act (Québec) and the Civil Code of Québec applies.
- f. "**Service**" or "**Services**" means any residential or business product(s) or service(s) that you subscribe to or receive from or through the ByteTel Companies and that is not otherwise subject to a separate written agreement with the ByteTel Companies, including all related documentation, Equipment and Software, including, but not limited to, Internet and other data service, phone service, long distance service, and hosting service.
- g. "**Software**" means any software used to access the Services or used in conjunction with the Services, and in the case of Software supplied by or through us also includes all related documentation.

1.3 You have chosen to subscribe to one or more Services. Your order for each Service will be confirmed and you will have entered into a binding contract with us with regard to that Service upon the earliest occurrence of one of the following: (1) you submit your online order, and it is accepted by us; (2) your telephone order is confirmed by us by email or other form; or (3) you execute an order provided to you in hard copy paper form which is returned to and accepted by us.

1.4 The Agreement applies to all Services obtained by you from us and runs from the date that the contract for the first Service is formed with you as aforesaid until either: (1) you give us notice, as and when permitted by the Agreement, of termination of the Agreement or of the last Service provided by us under the Agreement; or (2) we terminate the Agreement as permitted by the Agreement. The entire period of the duration of the Agreement is hereinafter called the "**Term**".

1.5 Your Account information may, from time to time, be disclosed to our agents and dealers in order to service your Account, respond to your questions and telemarket and promote additional products and services offered by the ByteTel Companies that may interest you. If you do not wish to receive offers or

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other promotional information from the ByteTel Companies, please contact us at the address set out below. You can also use the unsubscribe mechanism provided in any promotional email from us to unsubscribe from commercial electronic messages from us.

1.6 Certain content and software employed in the provision of the Service may be provided by third parties (hereinafter called “**Affiliated Partners**”), including facilities and services of other providers of telecommunications services (such providers hereinafter collectively called “**Carriers**”)

1.7 Any Software supplied to you or otherwise made available to you in connection with the Service will be subject to the terms of an associated Software end-user license agreement (“**EULA**” or “**Software License Agreement**”) and shall remain our property or that of our agents or suppliers, as applicable. You shall take appropriate steps to protect the same against loss or damage. A copy of the applicable Software License Agreement will either be included with the Software or will be presented during the installation of the Software. It is your responsibility to review and agree to the terms and conditions of the applicable Software License Agreements before installing or using the Software. Unless otherwise provided in the applicable Software License Agreement, a Software License Agreement ends when your subscription to all Services employing the corresponding Software terminates, and all Software License Agreements will terminate upon termination of the Agreement. Upon termination of a Software License Agreement, you must forthwith return or destroy any copies of the corresponding Software in your possession.

1.8 All intellectual property rights in the Software supplied by us are owned by us, our Carriers and/or other Affiliated Partners or their suppliers and are protected by applicable copyright laws. All of these parties retain any and all rights not expressly granted under the applicable Software License Agreement.

1.9 As a condition of using each Service, you agree to and must comply with the Agreement. The Agreement constitutes a binding contract between you and us with respect to the provision of each Service to which you subscribe by us and is binding on both you and us. As part of each Service, we may install and update Software on Equipment required to access the Service in order to protect the security of our network, to update or upgrade our network, update your Software to be compatible with our network, or to fix a bug. By agreeing to the Agreement, you also agree to the terms of any Software License Agreement for Software supplied to you in connection with the Service, and you further agree that the terms of any such Software License Agreement also form part of the Agreement.

1.10 In order to obtain a subscription to a Service, you must also be of the age of majority according to laws of the Province or Territory of Canada applicable to the Agreement and by agreeing to the terms of the Agreement you represent that you are of the age of majority according to such applicable laws.

1.11 From time to time, we may establish policies, rules and limits (together, the “**Policies**”) concerning use of the Services, Equipment and any products, content, applications or services used in conjunction with the Services or Equipment. Your use of the Services is subject to these Policies, which are incorporated into these Terms of Service by reference. We will provide you with notice of the Policies and of changes to the Policies. Our Acceptable Use Policy (“**AUP**”) is incorporated by reference into these Terms of Service and can be found [here in English](#). In addition, when using certain other Services, you may be subject to additional terms (which shall be communicated to you and posted from time to time) applicable to such Services and which shall be incorporated by reference into the Agreement.

1.12 You are solely responsible for all access to and use of the Service and Account, including any breach of the Agreement. Your use of the Service and Account means you agree with the terms and conditions of the Agreement. If you do not agree with any of the foregoing, your sole and exclusive remedy is to notify us and immediately discontinue your use of the Service and Account.

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1.13 Not applicable to Residents of Québec: No sales representative, dealer, agent, officer, or employee of ByteTel has the authority to change or modify these Terms of Service, except pursuant to an official revised version of these Terms of Service, and you may not rely on any such change or modification.

2. CONSEQUENCES OF AGREEMENT AND CONDITIONS OF USE OF THE SERVICE

2.1 By accessing and using any Service, you agree to the terms and conditions contained in the Agreement and you further agree to comply with and use the Service in accordance with the Agreement and all applicable laws.

2.2 By entering into the Agreement, you:

- Authorize us to obtain information about your credit history and agree that we may provide information to others about your credit experience with us;
- Accept all provisions of the Agreement, including these Terms of Service;
- Agree to cause all persons who use Services under your Account or with your authorization to comply with the Agreement;
- Acknowledge that the acts or omissions of all persons who use Services under your Account or with your authorization will be treated for all purposes as your acts or omissions;
- Acknowledge that you have received and had the opportunity to review a copy of the Agreement, including these Terms of Service;
- Confirm that the information you have provided to us is up-to-date and accurate; and
- Agree to promptly notify us of any change in your information.

2.3 You acknowledge that posting, transmitting, or otherwise distributing information constituting or encouraging conduct that would constitute a criminal offence or give rise to civil liability while using a Service or your Account is strictly prohibited. Using a Service in a manner that is contrary to law or to our policies or would serve to restrict or inhibit any other user from using or enjoying any services that we provide or the Internet is also strictly prohibited. You also agree not to use any Service or any Equipment or Software provided in connection with a Service in a manner that contravenes restrictions lawfully and legitimately imposed on us by our Carriers. Harassment or abuse of any kind directed at our employees, contractors, agents or representatives is strictly prohibited.

2.4 You shall not in any way resell, license or allow any third party to use the Service without receiving our prior written consent. You may not share or transfer your Services without our express written consent.

2.5 You shall not decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct any Software and Equipment supplied by or through us by any means whatsoever, without our prior written consent.

2.6 We reserve the right to suspend or terminate your Services or any portion thereof without prior notice, where any of your Services is used in any manner that impairs the use of Service(s) by others, is inconsistent with the Agreement or is contrary to law, or during any period in which any amount payable by you to us is past due. We may move, remove or refuse to post any content, information or materials, in whole or in part, that we decide are unacceptable, undesirable or in violation of the Agreement.

2.7 Without limiting our other rights and remedies under the Agreement and at law, we may, in our sole and unfettered discretion, terminate your subscription to a Service and/or your Account without notice, for any breach of the Agreement or any portion thereof by you, or anyone accessing or using a Service through you, your Equipment or Account.

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2.8 We may, in our sole discretion and without your consent, migrate your Services to other networks and platforms or change our suppliers, as and when it becomes necessary. Without limiting the generality of the foregoing, we may effect such a migration or change in suppliers in order to maintain, upgrade or enhance the performance of any Service and other deliverables provided to you hereunder, to ensure continuity of such Service and the integrity of our network, and/or to comply, as necessary, with manufacturers' requirements. You expressly agree that any such migration or change does not constitute amendment or material change to the Agreement or to the Services.

2.9 Until all Services under the Agreement have been cancelled or terminated as provided in the Agreement, all terms of the Agreement continue to apply.

3. SERVICE CHANGES AND AMENDMENTS TO THE AGREEMENT

3.1 Not applicable to Residents of Québec: Unless otherwise specified in the Agreement, we may change, at any time, any charges, features, content, structure or any other aspects of the Services, as well as any term or provision of the Agreement, upon notice to you. If you do not accept a change to the affected Services, your sole remedy is to terminate the affected Services provided under the Agreement, within 30 days of your receipt of our notice of change to the Services (unless we specify a different notice period), by providing us with advance notice of termination pursuant to Section 11.2. If you do not accept a change to these Terms of Service, your sole remedy is to retain the existing Terms of Service unchanged for the duration of the Contract Period (as defined in Section 8.11), upon notice to us within 30 days of your receipt of our notice of change in the Terms of Service.

3.2 Applicable only to Residents of Québec: Unless otherwise specified in the Agreement, we may change, at any time, but upon no less than 30 days' prior written notice to you, which will include any new provisions and/or the new and former wording of any amended provisions, as applicable, together with the date(s) that any such new and/or amended provisions come into force:

- a)** with respect to a plan or Service not subscribed to for a Contract Period (as defined in Section 8.11), any charges, features, content, functionality, structure or any other aspects of the plan or Service, as well as any term or provision of the Agreement, and
- b)** with respect to a plan or Service subscribed to for a Contract Period, any aspect of the plan or Service, as well as any term or provision of the Agreement, other than essential elements of the plan, Service or Agreement. If the change entails an increase in your obligations or a decrease in our obligations and if you do not accept such a change, you may terminate your Services without an ETF (as defined in Section 8.11) by sending us a notice to that effect no later than 30 days after the amendment takes effect.

3.3 Notice to you of any changes to the Agreement or any material change to any Service to which you subscribe may be effected by sending you notice via email to the primary email account associated with your Account.

4. RISK ALLOCATION AND RESPONSIBILITY FOR USE OF ACCOUNTS

4.1 The rates and fees charged by us reflect the allocation of risk herein and the limited recourse to us provided for in the Agreement. You agree to cause all persons who use any Service through your Account to observe and comply with the terms and conditions of the Agreement respecting such use. You further agree that you are solely responsible and liable for any and all breaches of the terms and conditions of the Agreement, whether such breach is the result of use of a Service by you or by any other user using your computer or Account, whether or not authorized by you. We will not assume any responsibility for your acts or omissions or of any individual who uses your Account.

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4.2 You are solely responsible for the placement of physical and procedural impediments to the inappropriate use of your Account, including password protection and are solely responsible for supervising any and all use of your Account. You agree to hold us, our affiliates, agents and suppliers, including without limitation our affiliated suppliers and carriers, harmless from all liabilities and expenses related to any violation of the Agreement or laws by you or any user(s) of your Account, or in connection with your or their use of any Service(s).

4.3 Please note that your messages and transmissions over the Internet may be the subject of unauthorized interception and review. A person with Internet access can cause damage, incur expenses, enter into contractual obligations and attract liability while on the Internet. You can incur many charges and may be exposed to liability on the Internet in connection with your use of Services. All such matters are your responsibility. We, our Affiliated Suppliers and our Carriers are not responsible for any charges or taxes (expressly including, without limitation, provincial or federal universal service charges, regulatory fees of any kind, federal excise or sales tax, or provincial sales tax), or liability you incur.

5. SERVICE AND ACCOUNT MONITORING

5.1 Privacy protection is a core ByteTel value: under virtually no circumstances do we take steps to monitor your Services or Account beyond the network usage monitoring. We are a neutral, common-carrier-like intermediary, and we neither know, nor want to know, what you communicate using the Services: that's between you and those you communicate with. However, there are two exceptions:

- First, it may be necessary to do so in order to manage and operate the Services, or to protect ourselves or others. This may arise in the context of network abuse. We treat any such information as personal information and treat its confidentiality very seriously.
- Second, from time to time, we could be legally obligated to monitor an account, by someone with the judicial or statutory authority to compel it.

6. INFORMATION RELATING TO THE SERVICES

6.1 You hereby acknowledge that we may retain and use any information, comments or ideas conveyed by you relating to the Services (including any products and services made available on the Service). This information may be used to provide you with better service.

6.2 We may send you Service-related information on a regular basis via email addressed to the primary and other email addresses associated with your Account. You agree to review and to familiarize yourself with all such Service-related information, and we are not liable for any damage or detriment to you or your property resulting from your failure to do so. Your continued use of any Service following delivery of any such Service-related information means that you accept and agree to comply with such information, as applicable.

7. MINIMUM EQUIPMENT AND SOFTWARE REQUIREMENTS, PRE-INSTALLATION PRECAUTIONS AND INSTALLATION APPOINTMENTS

7.1 Equipment shall be deemed to have been delivered in Good Working Condition unless you give us notice to the contrary within 5 days of receiving the Equipment.

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

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- You will take reasonable care with such Equipment;
- You may not sell, lease, mortgage, transfer, assign or encumber such Equipment;
- You may not reconfigure or re-locate such Equipment without our knowledge and permission; and
- You will return such Equipment to us in accordance with section 8.13.

If any Equipment belonging to us is lost, stolen or damaged or sold, leased, mortgaged, transferred, assigned, encumbered or not returned when required, you agree to pay us the undiscounted retail value of such Equipment, together with any costs incurred by us in seeking possession of such Equipment.

7.3 You authorize us and our representatives 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 or improve the operation of our Services, the Equipment or our facilities or networks. If any of your Services or Accounts has been terminated, then you authorize us and our representatives to enter or have access to your premises to disconnect the Services, as applicable. If you live in a condominium, townhouse, apartment or other form of multiple dwelling or rental unit, it is your responsibility to obtain the required letter of authorization and arrange for access to the building utility room from the condominium board, landlord, or other authorized representative or governing body for the purposes of service installation and we will rely on you having obtained such authorization and access.

7.4 Equipment and related Software may have to meet certain minimum requirements and be maintained in certain ways and in certain locations in order to access the Services or for the proper operation of the Services (e.g., 911 services, firmware versions required by our wholesale access providers). Such requirements may be changed from time to time at our sole discretion. 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. If you do not update your Equipment and Software as required, your Service may also cease to be accessible, in which case your sole and exclusive remedy is to stop using the Service and call us immediately at 1.705.881.9004 to cancel it.

7.5 You must immediately notify us, at any of the points of contact specified below, if your Equipment is lost, stolen or destroyed. If you then wish to terminate your Services, your obligations under the Agreement, including the ETF (as defined in Section 8.11), will apply.

7.6 We recommend that you back up all existing files by copying them to another storage medium prior to the installation of the Equipment and Software required for any Service. We cannot guarantee that your personal computer will or can be configured to work properly with the Software or Services, and we cannot assist you with any such configuration issues. We assume no liability whatsoever for any damage to or loss of any software, files, data, or for any personal computer or other computer system warranty infringements due to Equipment or Software installation related to the Service. We assume no liability whatsoever for any damages or losses associated with any installation that you choose to do.

7.7 Unless otherwise specifically set out in the Agreement, to the maximum extent permitted by applicable law, neither the ByteTel Companies nor our affiliates, subsidiaries, partners, licensors, dealers, representatives, suppliers and agents (and their respective employees, officers, directors, shareholders and representatives) (each of the foregoing individually "**ByteTel Party**" and all of the foregoing collectively, "**ByteTel Parties**") will be liable to you or to any third party for any claims, damages, losses or expenses, including without limitation lost wages or missed work, in the event that an installation appointment for a Service is missed, either by us or by any third party installer.

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8. SERVICE FEES; ACCOUNT AND PAYMENT INFORMATION; NOTICES TO YOU

8.1 You may be invoiced by ByteTel, depending on where you live and the type of Service(s) you use. Applicable charges for a service will commence on the date that the Service is ordered (the “**Order Date**”). Unless otherwise agreed to by you and us, we will bill you monthly. Unless you elect to receive paper bills, invoices will be delivered by email to the primary email address associated with your Account. All communication for the purpose of billing or legal notice may be made by email or by delivery to your domicile, which shall be deemed to be the last billing and/or service address(es) that you have provided to us. If you elect to receive paper invoices, your invoices will be delivered to the last service address(es) that you have provided to us.

8.2 In the event we fail to bill you or underbill you for a charge, you will not be responsible for paying the previously unbilled or underbilled charge except where: (1) in the case of a recurring charge, you are correctly billed within a period of one year from the date the charge was incurred; or (2) in the case of a non-recurring charge, you are correctly billed within a period of 150 days from the date the charge was incurred. However, this time limitation does not apply if we have failed to bill you or underbilled you due to deception on your part.

8.3 You are liable for all charges to your Account, including without limitation, installation fees, change fees, reinstatement fees, Equipment purchase and/or rental fees, Software licences, fees for the provision of Services, ETFs (as defined in Section 8.11) and administrative fees (collectively, “**Service Fees**”), and these are due and payable in full from the date of your invoice or statement.

8.4 In exceptional circumstances, for example, where you present an abnormal risk of loss to us, prior to the normal billing date we may require payment from you on an interim basis for the charges that have accrued. In such cases, the charges will be considered past due three (3) days after they are incurred or three (3) days after we demand payment, whichever occurs later.

8.5 We may request immediate payment in extreme situations, provided we have notified you and the abnormal risk of loss has substantially increased since that notice was given or we, at our sole discretion, have reasonable grounds for believing that there exists an intention to defraud us.

8.6 Where we provide the option to pay your Service Fees by credit card, debit card or by pre-authorized payment, and you designate one of these to us for payment, you hereby authorize us to charge that credit or debit card, or debit that financial institution account, every time we render you an invoice, for up to the full amount of the invoice.

For recurring credit card payments, when you subscribe you must provide us with a valid credit card number, and related required information we request. That lets us charge the credit card on a recurring basis.

For recurring bank account debits, if we make these available and you opt for them, then when you subscribe you must provide us with the particulars of the financial institution account to be debited: transit number, institution number, account number, and related required information. That lets us debit the financial institution account on a recurring basis. We may also need a completed pre-authorized payment form that we provide to you.

It is your responsibility to ensure that the credit card or financial institution account information that you provide to us remains valid and current and that we are able to continue charging or debiting it to pay your bill. If you do not do this, or if your payments are in arrears, we may suspend or terminate your Services or Account without any further notice to you, triggering payment of the ETFs described in 8.11.

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8.7 If payment of an amount due on your Account is not received by us by the required payment date specified by us, it will be considered a delinquent amount and will be subject to a late payment charge of 2% per month, calculated and compounded monthly on the delinquent amount (26.82% per year) from the date of the first invoice on which the delinquent amount appears until the date we receive such amount in full. You agree that we can charge any unpaid and outstanding amount, including any late payment charges, on your Account to your credit card, bank account or any other payment method pre-authorized by you for payment of our charges.

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

- 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;
- Change of any identifier (e.g., phone number); and
- The restoration of Service.

A list of such charges, as amended from time-to-time, is available on request, and is incorporated into these Terms of Service by reference.

8.9 Applicable only to Residents of Québec: Administrative charges may be levied for administration or account processing activities in connection with your Account, including as a result of the change of any identifier (e.g., phone number). A list of such charges, as amended from time to time, is available on request, and is incorporated into these Terms by reference.

8.10 Any questions or discrepancies regarding Service Fees must be reported to us within 90 days of the date of our invoice or other statement. Failure to notify us within this time period will constitute your acceptance of such Service Fees.

8.11 Unless otherwise set out in the Agreement, if you agree to subscribe to one of our plans or Services for a committed period of time (the “**Contract Period**”), you may be subject to an early termination fee (“**ETF**”) for each Service. Any decrease in your Contract Period may be subject to a fee. If your Service is terminated prior to the end of the Contract Period, you will pay us an ETF as specified in the Agreement, plus taxes.

8.12 Changes to your Account (e.g., price plan, features or identifiers) may not take effect until after your next billing date.

8.13 All Equipment installed or provided by us, except Equipment purchased outright by you, remains our property and, with the exception of Equipment subject to a rent-to-own (“**RTO**”) arrangement, you agree to return such Equipment to us in Good Working Condition at your own expense within 30 days of the earlier of: (i) terminating your subscription to the Service(s) in respect of which the Equipment was provided to you; (ii) when the Agreement is terminated; (iii) when the Equipment is no longer in use with the Services to which it relates, such as when you are provided with replacement Equipment by us, or if you purchase alternative Equipment; or (iv) upon our request (any of the foregoing, a “**Return Event**”). If you fail to return Equipment in Good Working Condition within 30 days of a Return Event, we will charge you the undiscounted retail cost of any Equipment not returned to us. In the event Equipment is returned after 30 days following a Return Event but no later than 60 days following a Return Event, your account will be credited back any amounts we have charged for the Equipment, less a \$25 restocking fee in recognition of our costs in seeking to obtain possession of such Equipment. Credits for any charges for non-returned Equipment will not be issued for Equipment returned more than 60 days following a Return Event.

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8.14 While in your possession, our provided Equipment may be charged to you as part of your Service Fees. We may require you to pay an Equipment deposit prior to providing you with Equipment. You agree to pay us the full retail cost of any Equipment not returned to us as required by this Agreement, upon disconnection or loss, together with any costs incurred by us in seeking to obtain possession of such Equipment. We may charge you all costs relating to repair or replacement of damaged Equipment.

8.15 In accordance with the approach to cancellation and termination described below, the ByteTel Companies will refund prepaid Service fees based on the number of days left in the last monthly billing cycle after your cancellation date.

8.16 The use of certain Services may require you to use other telecommunications services and incur corresponding additional charges. Without limitation, one such example is the use of long distance to access dialup Internet Service when it cannot be accessed from your local calling area. In such cases, you are solely responsible for the payment of all charges associated with your use of such other telecommunications services, whether you obtain such other services from us or other suppliers.

9. DEPOSITS AND CREDIT REQUIREMENTS

9.1 Not applicable to Residents of Québec: We may require a deposit or impose other payment or credit requirements (e.g., interim payments; mandatory pre-payments) at any time and on such terms as determined in our sole discretion. You will not earn any interest on any deposits or other payments held by us. If your Service is terminated, we will apply any deposits or other payments against the outstanding final balance on your Account.

9.2 Applicable only to Residents of Québec: We may require a deposit or impose other payment or credit requirements (e.g., interim payments; mandatory pre-payments) at any time and on such terms as determined in our sole discretion. Any security deposit held by us will bear interest at the rate determined by regulation, as determined from time to time, from the date we collect a security deposit or from March 1, 2023, if a security deposit is already being held by us at that date, until the date we return it to you. We will notify you in writing upon using all or part of a security deposit. If your Service is terminated, we will return any security deposits with applicable interest minus the outstanding final balance on your Account within 30 days of termination of your Services

9.3 Upon notice to you, we may assign, change or remove a credit limit on your Account at any time. Service may be suspended, at any time, to any and all of your Accounts, if your balance, including unbilled usage and pending charges, fees and adjustments, exceeds this limit. Recurring service charges continue to apply during any suspension of Services.

10. AVAILABILITY AND INSTALLATION OF SERVICE

10.1 Each Service is available only in those areas to which the network of the ByteTel Companies and the networks of Carriers employed by the ByteTel Companies to provide the Service extend and where the Service has actually been rolled out by us. Service availability is also subject to the availability of appropriate facilities and is dependent on the availability of suitable technology at the location(s) at which you wish to obtain the Service.

10.2 The availability of high-speed Internet Service is dependent on the availability of suitable residential telephone lines/local loops and/or cable facilities supplied by other Carriers. The number of service connections per address may be limited. You acknowledge and agree that we shall conduct a preliminary geographical check upon your placing an order to determine if high-speed Internet Service is available in your geographical area. Due to the nature of high-speed Internet Service technology, we reserve the right to deem the high-speed Internet Service unavailable to you up to, including, and after the installation.

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Where a high-speed Internet service having certain characteristics is required in order for us to be able to provide another Service ("**Internet Dependent Service**"), and the required Internet service is not available, we will be unable to provide the Internet Dependent Service, unless and until you make arrangements to obtain the required high-speed Internet service.

10.3 In order to obtain Service and depending on the nature of the Service, you may have to purchase or lease certain additional Equipment and obtain additional services from one or more other providers of telecommunications services. As noted above, leased Equipment supplied by or through us, remains our property at all times. You are responsible for all such Equipment and it must be returned to us upon termination of the Service or part of the Service for which it was leased. Self-installation of Equipment is not allowed for certain Services. For those Services for which it is allowed, if you choose to install such Equipment yourself, the type of Equipment to be installed must be pre-approved by us and your installation configuration must conform to applicable specifications. We assume no liability for any damage or losses caused if you choose to self-install.

10.4 Should your Services include a requirement for local number portability or equal access, your entry into the Agreement also authorizes us, directly or through our underlying Carriers, to port the requested telephone number(s) from your existing local and/or long distance service provider(s), onto our local and/or long distance network.

10.5 As a condition of continued use of any Service, we may require you: (1) to download and install upgrades, patches or more recent versions of any component(s) of any applicable Software; and (2) to verify the accuracy of your registration and billing information.

10.6 You acknowledge that ByteTalk is an Internet Dependent Service and is available only at selected locations served by us where suitable facilities, underlying high-speed Internet service, direct inward dialed numbers and arrangements with other underlying Carriers are available.

11. TERM, TERMINATION AND SUSPENSION

11.1 The term of the Agreement, and any applicable Contract Period, starts on the Order Date. It will continue indefinitely until terminated, in accordance with the provisions of the Agreement and, where the law is more restrictive, with applicable law.

11.2 Unless otherwise permitted by applicable law:

- You may terminate any Service at any time by requesting cancellation over the phone at the numbers specified in these Terms of Service at Section 25.1.
- We may terminate any of your Services or Accounts upon no less than 60 days' advance notice to you at your billing address, unless you are in default of your obligations under the Agreement, including one of the events of default described in Section 11.3 below. If you have subscribed to a plan or Service for a Contract Period, then we may terminate your Services only if you are in default of your obligations, including one of the events of default described in Section 11.3.

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11.3 In addition to our rights to terminate your Services pursuant to Section 11.2, we may restrict, block, suspend or terminate any or all of your Services or Accounts, including 9-1-1 service, or identifiers in any way, without notice or liability to you, if:

- You are in breach of the Agreement, including non-payment of your charges or non-compliance with any Policies;
- You do not maintain Service usage within the prescribed credit limit;
- You exceed reasonable usage limits, as determined by us;
- You have given us false, misleading or outdated information;
- We reasonably suspect or determine that any of your Accounts, identifiers, Services or Equipment is 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;
- Any account or service on which your Services depend is terminated in accordance with our Terms of Service for any reason; or
- We reasonably believe that there is an emergency or extreme circumstance that would warrant such action.

11.4 If we restrict, suspend, block or terminate your Services or Accounts:

- You must pay any amounts owing;
- We may also suspend, block or terminate, without notice or liability, your services under any other agreement or account that you may have with us (including accounts that may be in good standing);
- You may be charged for any costs incurred by us or any related ByteTel entity in connection with your breach of these Terms of Service, including costs incurred to enforce your compliance;
- Your access to emergency or special needs services (e.g., 9-1-1) may also be restricted, suspended, blocked or terminated; and
- Your rates for services may change in accordance with the terms of those services.

11.5 Requests for cancellation must occur over the phone or through email. Cancellations can only be requested by the Account holder and must be submitted no more than 30 days in advance of the requested cancellation date. All cancellations are final. Please allow 5 business days for cancellations to be processed. After cancellation, refunds for unused prepaid fees will be issued by cheque, electronic funds transfer or to the credit card originally charged within 14 days. The refund will be calculated based on the number of days left in the monthly billing cycle after the cancellation date. Any postpaid services used before the cancellation date (like bandwidth overages and long-distance charges), and any other outstanding amounts, will be billed on a final invoice.

11.6 In cases where your address does not qualify for service and upfront fees have been paid, your Account will be issued a full refund of invoiced fees, including fees for Services, shipping fees and Equipment. Shipping and Equipment fees will only be refunded however provided ByteTel receives all Equipment in accordance with the requirements of Section 8.13. ByteTel will make every effort to contact you in this situation.

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11.7 In the cases of cancellations prior to activation of Services, in order to obtain a full refund of activation fees and monthly service fees, you must cancel your order at least 48 hours prior to your scheduled installation. Where cancellation requests are received less than 48 hours prior to the scheduled installation, activation fees and shipping are non-refundable. Your Account will be refunded any invoiced Service fees. Equipment fees will only be refunded provided ByteTel receives all Equipment in accordance with the requirements of Section 8.13. This section does not apply to Account holders who have entered into an agreement with a Contract Period, which can be cancelled in accordance with Section 21.

11.8 Customers with Equipment subject to an RTO arrangement will have two options when cancelling Service: (1) return the Equipment in Good Working Condition and stop making any further RTO payments – no refund will be issued for payments already made before the returned Equipment is received; or (2) keep the Equipment and pay out the remaining RTO balance in either one full payment or by continuing payments on your existing schedule.

12. PERFORMANCE LEVELS OF SERVICES

12.1 There are certain limitations to the Services.

12.2 In the case of dialup Internet Service, connections may not be established on every attempt and it may be necessary to dial the Internet Service access numbers repeatedly to establish a connection to the Internet.

12.3 In the case of Internet Service generally, speed is a function of many technical factors, some of which are not under our control. As such, we do not guarantee the maximum Service performance (i.e., throughput or speed) levels. You understand and agree that any content that you may access through the Internet Service may be subject to "caching" at intermediate locations on the Internet. Similarly, simultaneous use of high bandwidth applications (example, streaming media) by one or more (example, home networking) users may result in an experience that is slower when compared to a single application used by a single user.

12.4 In the case of Internet Service, we or our underlying Carriers may impose caps on bandwidth usage and hence such usage capacity is not unlimited in those cases. We and those Carriers are entitled to enforce those bandwidth caps. If you refuse to adhere to the caps, your Internet Service may be suspended, restricted, subjected to traffic shaping or terminated, and/or extra charges may apply.

12.5 You acknowledge and understand that the Services or access to the Services, including 911, public alerts or special needs services, may not function correctly, or at all, in the following circumstances:

- If your Equipment fails, is not configured correctly or does not meet our requirements;
- In the event of a high-speed Internet service outage, regardless of the supplier providing the high-speed Internet service to you;
- In the event of a network outage or power failure;
- If you tamper with or, in some cases, move the Equipment; or
- Following suspension or termination of your Services or Account.

12.6 No ByteTel Party is responsible or liable to you for any software, content or services provided to you or accessible by you through the Services, any charges incurred in connection with such software, content or services or anything that is or can be done with such software, content or services even if you are billed for such software, content or services. All such software, content or services is accessed or transmitted solely at your own risk.

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12.7 You are responsible for the use and compatibility of the Services with any Equipment, Software, services and/or other materials not provided by us (hereinafter called the "**Third Party Equipment and Services**"). We disclaim all responsibility for determining compatibility between any Service and any Third Party Equipment and Services.

12.8 Not applicable to Residents of Québec: To the maximum extent permitted by applicable law:

- The ByteTel Parties do not guarantee or warrant the performance, availability, coverage, uninterrupted use, security, pricing or operation of the Services, the Equipment or any products, content, applications, services, facilities, connections or networks used or provided by us or third parties (collectively, the "**Offering**");
- You bear the entire risk as to the use, availability, reliability, timeliness, quality, security and performance of the Offering; and
- The ByteTel 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 Offering.

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 ByteTel Parties creates any term, condition, representation or warranty not expressly stated in the Agreement.

You are solely responsible for the following matters:

- Any access to the Equipment;
- Maintaining the security and privacy of your property and your transmissions using the Services, the Equipment or our facilities or networks; and
- Protecting against any breaches of security or privacy or other risks involved in installing, using, maintaining or changing the Services or the Equipment.

12.9 Applicable only to Residents of Québec: To the maximum extent permitted by law:

- The ByteTel 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 (collectively, the "**Offering**")
- You bear the entire risk as to the use, availability, reliability, timeliness, quality, security and performance of the Offering; and
- The ByteTel 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 Offering

You are solely responsible for the following matters:

- Any access to the Equipment;
- Maintaining the security and privacy of your property and your transmissions using the Services, the Equipment or our facilities or networks; and
- Protecting against any breaches of security or privacy or other risks involved in installing, using, maintaining or changing the Services or the Equipment.

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12.10 ByteTalk may not in all instances perform with the same degree of reliability or quality as equivalent traditional wireline telephone services

13. LIMITATIONS OF LIABILITY

13.1 Not applicable to Residents of Québec: Unless otherwise specifically set out in the Agreement, to the maximum extent permitted by applicable law, the ByteTel Parties will not be liable to you or to any third party for:

- 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 from or relating to the Offering 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;
- The performance, availability, reliability, timeliness, quality, coverage, uninterrupted use, security, pricing or operation of the Offering;
- Any error, inclusion or omission with respect to any telephone listings or directories;
- The denial, restriction, blocking, disruption or inaccessibility of any Services, including 911, public alerts or special needs services, Equipment or identifiers (including telephone numbers);
- Any lost, stolen, damaged or expired Equipment, identifiers, passwords, codes, benefits, discounts, rebates or credits;
- Any error, omission or delay in connection with the transfer of telephone numbers to or from another telecommunications service provider or any limitation connected thereto;
- Any acts or omissions of a telecommunications carrier whose facilities are used to establish connections to points that we do not serve; or
- Any claims or damages resulting directly or indirectly from any claim that the use, intended use or combination of the Offering or any material transmitted through the Services infringes the intellectual property, industrial, contractual, privacy or other rights of a third party.

These limits are in addition to any other limits on the ByteTel Parties' liability set out elsewhere in the Agreement and apply to any act or omission of the ByteTel 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.

13.2 Applicable only to Residents of Québec: Unless otherwise specifically set out in the Agreement, and except for damages resulting from a ByteTel's Party's own act, the ByteTel Parties will not be liable to you or to any third party for:

- 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) resulting or relating directly or indirectly from or relating to the Offering;
- The performance, availability, reliability, timeliness, quality, coverage, uninterrupted use, security, pricing or operation of the Offering;
- Any error, inclusion or omission with respect to any telephone listings or directories;
- The denial, restriction, blocking, disruption or inaccessibility of any Services, including 911, public alerts or special needs services, Equipment or identifiers (including telephone numbers);
- Any lost, stolen, damaged or expired Equipment, identifiers, passwords, codes, benefits, discounts, rebates or credits;
- Any error, omission or delay in connection with the transfer of telephone numbers to or from another telecommunications service provider or any limitation connected thereto;

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

13.3 The ByteTel Parties' collective liability for negligence, breach of contract, tort or other causes of action, including fundamental breach, to the extent permitted by applicable law, is limited to payment, upon request, for actual and direct damages of a maximum amount of \$20 or an amount equal to the Service Fees payable during any service outage, whichever is greater. Other than this payment and to the extent permitted by applicable law, neither the ByteTel Parties nor their Affiliated Partners, including Carriers, shall be liable under any circumstances to you or any third party for any damages, including direct, indirect, special, consequential, incidental, economic, exemplary or punitive damages including loss of data, loss of income, loss of profit or failure to realize expected savings arising directly or indirectly from ByteTel Parties' (or their Affiliated Partners', including Carriers') negligence or breach of contract (including fundamental breach or otherwise).

13.4 This Section 13 of the Agreement shall apply even if there is a breach of condition, a breach of an essential or fundamental term, or a fundamental breach of the Agreement.

13.5 You agree that the limitations of liability set out in this Section 13 are fair and reasonable in the commercial circumstances of the Agreement and that we would not have entered into the Agreement but for your agreement to limit our liability in the manner and to the extent provided in this Section 13.

14. INDEMNIFICATION

14.1 You will indemnify and hold harmless the ByteTel Parties from and against any claims, losses, damages, costs and expenses (including, without limitation, reasonable legal fees and other litigation expenses) incurred by the ByteTel Parties relating to your violation, alleged violation or misappropriation of any intellectual property, industrial, contractual, privacy or other rights of a third party or any alleged libel or slander by a third party against you.

14.2 You will indemnify and hold harmless the ByteTel Parties from and against any claims, losses, damages, costs and expenses (including, without limitation, reasonable legal fees and other litigation expenses) incurred by the ByteTel Parties relating to the violation of the Agreement by you or any user of your Account, or in connection with your or their use of the Services.

15. SECURITY, PRIVACY AND CONFIDENTIALITY

15.1 We are not responsible for corrupted files or "viruses", "cancelbots", "trojan horses", "worms", or other harmful components ("**Virus(es)**") which affect you or your Services. It is your responsibility to secure and safeguard your systems through appropriate means (like software available for this purpose) from theft, unauthorized use, or system corruption. If your failure to secure and safeguard your systems causes detriment to our network or to a network we make use of, including our underlying Carriers', we may immediately cancel your Services.

15.2 We cannot ensure or guarantee the privacy of information you choose to transmit through the Service. Any such use is at your sole risk, and the ByteTel Parties are relieved from all liability in connection with it. If you do not do so already, consider encrypting your connection through use of a third-party virtual private network.

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15.3 Advise us immediately of any security breach, such as compromise of your Account information: Account numbers and passwords, email account passwords, hosted webpage account passwords, and so on. Contact technical support at 1.705.881.9004 so we can change your password and create replacement information.

15.4 We protect your personal information consistent with our Privacy Policy, available [here in English](#). By subscribing to the Service, you consent to the collection, use and disclosure of your personal information to the extent described in the above policy. To access or learn more about your personal information held by us, to make a privacy-related complaint, or to obtain a printed copy of our Privacy Policy, contact our privacy team: privacy@bytetel.ca or ByteTel, Attention: Privacy, PO Box 776 Waubauskene, ON, L0K 2C0.

15.5 Wherever possible, we seek to site elements of our service that process personal information within Canada, and by Canadian-owned and -controlled companies, in order to avoid its international export. However, certain personal information collected in providing the Services is stored and processed outside Canada, and may be subject to the laws of other jurisdictions.

16. ADDITIONAL TERMS RELATING TO INTERNET SERVICE

16.1 You acknowledge and understand that when using home networking, there are certain inherent risks (e.g., other users may gain access to your system or your Services and Accounts). The ByteTel Companies shall not be liable for any claims or damages relating to home networking, even if the home networking application or service is provided, installed, maintained or supported by us.

16.2. To ensure that shared Internet resources are managed in a way that provides the best Internet experience for the most users, ByteTel and our underlying Carriers take measures so that, during congested periods during the download day (8 a.m. to 2 a.m.): less-real-time classes of traffic do not impair the use of real-time applications; and users who have used the highest proportion of shared Internet resources that day are the first to be affected by these measures.

17. EQUIPMENT WARRANTY & RETURNS

17.1 A one year warranty for manufacturing defects applies to all new, purchased Equipment. Faulty new Equipment may be returned within one year from date of the purchase at no charge to the customer. Open box Equipment is sold as-is, subject to the return period in Section 20.2. You are responsible for shipping fees and product price differences for exchanges of Equipment due to firmware issues.

17.2 If you are dissatisfied with Equipment from ByteTel for any reason, you may ship it back to ByteTel at your own cost within the first 30 days of active Service. ByteTel will refund Equipment charges once ByteTel receives the Equipment and verifies that all components are included, and it is in Good Working Condition. If Equipment is returned with damaged or missing components, ByteTel may issue only a partial refund.

18. ADDITIONAL TERMS RELATING TO AGREEMENTS WITH CONTRACT PERIODS

18.1 If you agree to subscribe to any of our Services for a Contract Period, you agree to pay us the ETF specified in the Agreement in the event you terminate those Services prior to the expiry of the Contract Period, or if ByteTel terminates those Services in accordance with Section 11.2. For residential customers, the details of the Contract Period and the potential ETFs are set out in the materials provided to you by email when you first subscribed to these plans or Services, which form part of this Agreement. You acknowledge that the ETF represents a reasonable estimate of the damages that would be suffered by ByteTel as a result of any early cancellation of the Agreement.

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18.2 At the end of the Contract Period, if you do not choose to enter into a new Agreement with a Contract Period, you will continue to receive the same Services for an indefinite term, in accordance with Section 11.1. The rates charged following expiry of the Contract Period will be ByteTel's advertised rates for those plans, Services and/or Equipment at that current time. Other than the provisions specific to Agreements with Contract Periods, the Agreement will continue to apply to the provision of the Services.

18.3 You may cancel an Agreement with a Contract Period for any reason within 10 days of receiving confirmation of your order. If you cancel your Services within this 10-day period, you will not be required to pay the ETF specified in the Agreement. However, in recognition of the reasonable expenses ByteTel has incurred prior to your cancellation, you will be charged the equivalent of the current activation fee we charge for new Services with a Contract Period. Any Equipment you have received from ByteTel will be subject to the return requirements under Section 8.13.

19. IDENTIFIERS

19.1 Any telephone number, Internet Protocol ("IP") address, email address, Webpage address, host name, Account, calling card, access code (collectively, "**Identifier**") assigned to you by us shall remain our property at all times, and may be changed or withdrawn at any time in our sole discretion. IP addresses may change each time your DSL modem, cable modem or system is powered off, or any time at our discretion.

19.2 We assume no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to any change in Identifier.

20. NO LIABILITY FOR CONTENT

20.1 Some content, products or services (the "**Content**") available with or through the Services may be offensive to you or may not comply with applicable laws. You understand that neither we nor any of our affiliates, Carriers or other Affiliated Partners attempt to censor or monitor any such Content. You also understand that such Content may be subject to "caching" at intermediate locations on the Internet when being accessed through the Internet Service.

20.2 You assume total responsibility, liability and risk for access to or use of such Content and for use of the Internet and the telephone network. We and our affiliates, Carriers and other Affiliated Partners assume no liability whatsoever for any claims or losses arising out of or otherwise relating to access to or use of such Content.

21. CHANGE IN TELEPHONE OR CABLE SERVICE

21.1 If a change in your local telephone service is requested from your local phone company or a change in your cable service is requested from your cable company, it is your sole responsibility to advise us of the changes as this could affect the Services you obtain from us. This notification includes moves, regardless of whether your phone number changes or not, changes to your phone number, and any other changes that may occur to your local telephone or cable service. Any applicable cancellation and/or re-installation charges relating to your Services will be charged to your Account.

21.2 Whenever a Service must be moved, unless a self-install option for the Service is permitted by us, you must schedule an appointment for us to move any Equipment required in connection with the Service to be moved, other than items, such as, without limitation, your computer system, for which you are solely responsible.

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22. INTELLECTUAL PROPERTY

22.1 All trademarks, copyright, brand concepts, names, logos and designs used by us are intellectual property assets, registered or otherwise, of, or used under license by the ByteTel Companies. All are recognized as valuable assets of their respective owners, and may not be displayed or used by you in any manner for commercial purposes or copied in any manner for any purpose without the express prior written permission of the ByteTel Company that owns it.

23. CUSTOMER SUPPORT

23.1 Support is available in a variety of ways:

- Free email support is available in English at: support@bytetel.ca;
- Telephone support for technical issues is available at 1.705.881.9004.
- The hours of operation for technical support are set out **here in English**, as updated from time to time.
- Telephone support for account/billing issues is available at 1.705.881.9004.
- The hours of operation for billing/accounting are set out **here in English**, as updated from time to time.

23.2 Questions and problems arising from the installation, operation and use of software and hardware, other than in relation to the basic connectivity to the Services through supported software on systems meeting the minimum system requirements, are outside the scope of our technical support and any such out-of-scope support will be provided only in our sole discretion. From time to time, we may refer you to third parties and third party websites, including without limitation for training, support, maintenance, hardware and software. You understand and agree that all such references are provided as a courtesy only, are without guarantee, are used at your sole risk, and that we shall not be liable for, and hereby disclaim all liability for, such referrals to third parties and their websites, products and services and any damages arising therefrom. Remote technical support is by its nature imprecise. Therefore, you also understand and agree that we shall not be liable for and hereby disclaim any liability for any advice or instructions provided or not provided when you contact our technical support.

24. DISPUTES

24.1 If you have a dispute about Service, 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. Escalate the dispute outside the ByteTel Companies only if you have tried to work with us, but are unsatisfied with the resolution.

24.2 If you are a consumer or small business with a monthly bill under \$2500, then escalate externally with the Commissioner for Complaints for Telecom-Television Service (www.ccts-cprst.ca, 1-888-221-1687). It is the communications consumer agency designated by the CRTC to resolve consumer and small business disputes about telecommunications services.

24.3 Not applicable to Residents of Québec: Otherwise, the dispute will be determined by single-arbitrator arbitration. Arbitration is much faster than lawsuits, which can last for years. To that end, you agree to opt out of, and to waive any right to start or participate in, a class action related to a dispute. To begin arbitration, send notice of your dispute to the address in Section 25.

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25. CONTACT INFORMATION

25.1 If you have any questions regarding us or the terms and conditions of the Agreement, the Services, or you need to contact us for any other reason, you may do so by one of the following means:

- Email: info@bytetel.ca;
- Telephone: 1.705.881.9004 for English service;
- Fax: 1.705.881.9032
- By writing to: ByteTel, Attention: Customer Service, PO Box 776 Waubashene, ON, L0K 2C0.

25.2 Any notice of a claim must be given to ByteTel, Attention: Legal, PO Box 776 Waubashene, ON, L0K 2C0

25.3 Any notice shall be deemed to have been given on the date on which it was sent by the party giving the notice.

26. CHANGES IN REGULATION

26.1 You and we understand that the Canadian Radio-television and Telecommunications Commission, or other regulators, government departments or agencies may impose regulations on IP-based or other services. If new regulations are imposed on us, we are authorized to make changes to the Agreement to reflect the new regulations, and we will post such changes on our website, [here in English](#). We retain the right to pass on to you any new regulatory fees or taxes that may be imposed by law or regulation.

27. JURISDICTION

27.1 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, but if your billing address is outside of Canada, the Agreement is governed exclusively by the laws of the province of Ontario and you submit to the jurisdiction of the courts of Ontario. Please note that your rights and remedies may vary by province or territory.

28. LIMITATIONS OF BYTETALK 911 CALLING AND RELATED LIMITATION OF LIABILITY

28.1 There are some differences and limitations in how 911 calling over ByteTalk operates relative to 911 service over traditional telephone service as further described in the following Sections. **Please review all of Section 28 of this document thoroughly before activating, installing or using the ByteTalk Service.**

28.2 We offer a form of 911 calling that is similar to traditional 911 service but has some important differences and limitations when compared with enhanced 911 service (“**E911**”) available in most locations in conjunction with traditional telephone service. With both traditional basic 911 and E911 service, your call is sent directly to the nearest emergency response centre. In addition, with E911 service, your call back number and last address are visible to the emergency response centre call-taker. With our 911 calling, your call is sent to a national emergency call centre. Regardless of whether your call-back number and the last address registered with us for your ByteTalk Service are visible to the call centre operator, when you make a 911 call, you will be asked to confirm your location information. The call centre operator will then transfer your 911 call to the emergency response centre nearest your location. You should be prepared to provide or confirm your name, address and call-back number with the operator. Do not hang up unless told directly to do so, and if disconnected, immediately dial 911 again.

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28.3 If you are unable to speak during a 911 call and the call centre operator has access to a call-back number and last registered address associated with your ByteTalk Service, the operator will transfer the call to the emergency response centre closest to that address. In order for emergency services to be dispatched to the correct address in such cases, you must ensure that the registered address that you have provided to us is always the same as the physical address at which the Analog Terminal Adapter/other device you use to obtain your ByteTalk service (“**ByteTalk Device**”) is located. Whenever you move the physical location of your ByteTalk Device or you add a line, you must update your registered address accordingly. Address registrations and updates may be recorded at <https://bytetel.ca/services/phone/911-address-notice/> or Call 705.881.9004

28.4 911 calling will not function in the event of a power or broadband outage or if your broadband service (whether obtained from us or another Internet service provider) is suspended or disconnected. Following a power failure or disruption, you may need to reset or reconfigure your ByteTalk Device prior to utilizing ByteTalk, including 911 calling.

28.5 You must successfully register your location of use for each changed, newly added or newly ported number in order for 911 calling to function as intended. Address registrations and updates may be recorded at <https://bytetel.ca/services/phone/911-address-notice/>

28.6 Improper installation or configuration of your ByteTalk Device or other Equipment used in conjunction with ByteTalk Service will prevent your 911 calling from functioning as intended. Immediately following installation of your ByteTalk Device and ByteTalk Service and following every power outage, or if you have reason to suspect that anyone has tampered with the ByteTalk Device or related Equipment or that it has failed, you should make a test call to another telephone number (NOT 911) using your ByteTalk Service to ensure that it is functioning correctly in case a 911 call will need to be made at some point using ByteTalk. If the ByteTalk Service is not working correctly at any time, please call technical support at 1.705.881.9004 from another telephone for assistance.

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

28.8 You should inform any household residents, guests and other persons who may be present at the physical location where you utilize ByteTalk, of the important differences in and limitations of ByteTalk 911 calling as compared with E911 service, as set out above.

28.9 We do not currently offer Operator Service and so emergency services cannot be accessed through an operator by dialing “0”.

28.10 We do not have any control over whether, or the manner in which, calls using our 911 calling service are answered or addressed by any local emergency response centre. We disclaim all responsibility for the conduct of local emergency response centres and the national emergency calling centre. We rely on third parties to assist us in routing 911 calls to local emergency response centres and to a national emergency calling centre. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result.

28.11 You acknowledge and agree that, to the maximum extent allowed by law, the ByteTel 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 911 calling from your ByteTalk Service and you agree to indemnify and hold harmless the ByteTel Parties for any liabilities, claims, damages, losses and expenses, (including reasonable legal fees and expenses) which you or anyone accessing or attempting to access 911 calling

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from your ByteTalk Service may suffer or incur, arising directly or indirectly out of or relating to your or that person's failure to obtain access to 911 emergency services.

28.12 By subscribing to our ByteTalk Service and activating it, you acknowledge all of the limitations of the 911 calling provided through ByteTalk Service, that you will take all of the corresponding measures described above in light of these limitations, that you accept the limitations of liability applicable to 911 calling provided through our ByteTalk Service and that these ByteTel Terms of Service apply to ByteTalk. If you do not agree with any of the terms and conditions related to ByteTalk, including the limitations and requirements associated with 911 calling provided over ByteTalk, or with these ByteTel Terms and Conditions of Service, do not subscribe to, or activate, ByteTalk, do not install the ByteTalk Device or any other Equipment provided in connection with the ByteTalk Service and call us immediately at 1-705-881-9004 or email info@bytetel.ca to cancel your ByteTalk Service, if any such service has been ordered or activated.

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28. MISCELLANEOUS

28.1 The Agreement, as amended from time to time, constitutes the entire agreement and understanding between you and the ByteTel Companies for the Services and supersedes all prior agreements written or oral, with respect to the same subject matter.

28.2 Neither the course of conduct between us nor trade practice modifies any provision of the Agreement.

28.3 If any provision in the Agreement is declared to be invalid or in conflict with any such law or regulation, that provision may be deleted or modified without affecting the validity of the other provisions.

28.4 Our failure to enforce strict performance of any provision of the Agreement shall not be construed as a waiver of any provision or right.

28.5 We may assign our rights and obligations under the Agreement without your consent. You may not assign or transfer the Agreement without our prior consent.

28.6 In no event shall we be liable for any failure to comply with the Agreement if such failure results from any condition or event beyond our reasonable control, including, but not limited to, computer hacking, security breach, fire, flood, earthquake, any elements of nature or acts of God, theft, riot, strike or other labour disturbance, power failure, war or terrorism.

28.7 The provisions of those Sections of the Terms of Service that are by their nature intended to survive termination of the Agreement, shall survive such termination. For example, and without limitation, the provisions of the Terms of Service relating to our rights to collect amounts owing at the time of Termination of the Agreement, your obligation to return Software and Equipment belonging to us upon termination of the Agreement, timeframe applicable to claims and adjustments for incorrect billing, no warranties, limitations of liability (including without limitation all such bolded provisions throughout the Terms of Service), indemnities (including without limitation all such bolded provisions throughout the Terms of Service), privacy and confidentiality, termination and consequences of termination of the Agreement, dispute resolution, intellectual property, entire agreement, severability, waiver, no modification of Agreement through course of conduct, enurement, assignment and restrictions thereon, survival, language, governing law, provisions relating to the limitations of 911 service and limitations of liability for 911 service, and definitions and provisions relating to the interpretation of the Terms of Service relevant to any of the other provisions that survive the termination of the Agreement.

28.8 The Agreement enures to the benefit of and is binding on you, your heirs and your legal personal representatives and on the ByteTel Company's respective successors and assigns.

28.9 The parties have required that the Agreement and all documents relating thereto to be drawn up in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.