

Terms and Conditions: Internet, Hosted Solutions, and SIP Trunks

GENERAL TERMS OF SERVICE: These terms and conditions ("Terms of Service") are binding on You and NuEdge Communications Inc. (each as defined below) during any period of time in which You request, access and use the Services (defined below), inclusive of any period of time in which You have not executed a Telecommunications Services Agreement ("TSA") and irrespective of whether You execute a TSA or not. If you have executed a TSA, the Terms of Service form part of your TSA. Otherwise (including in the event a TSA has expired or is lost but you continue to receive Services from us), these Terms of Service shall represent the entire agreement between You and NuEdge Communications. In the event of any conflict or discrepancy between these Terms of Service and any terms and provisions contained in the TSA itself then, unless otherwise expressly specified herein, the terms and provisions of the TSA shall govern and be paramount for any period during which a TSA is in effect.

1. Definitions

- "NuEdge Communications Inc.", "we", "us" or "our" means or refers to NuEdge Communications Inc. shortened to NuEdge Communications.
- "You" means the subscriber to any Services and includes any person, firm, corporation or other entity that accesses or utilizes the Services at any time during the period Services are provided.
- "Services" are any and all of the business services and products offered by NuEdge Communications and provided to You, including but not limited to local voice (including VoIP and long distance voice services), PBX services, Internet services, data services and related products or services; for greater clarity, any change in the features, or additions of features, of a Service shall not be deemed to be a new Service.
- "NuEdge Communications Equipment" means equipment or facilities owned or leased by NuEdge Communications and provided by NuEdge Communications to You, as part of the Services provided to You by NuEdge Communications and located at your premises.
- "Your Facilities" means all facilities and equipment (including, without limitation, all equipment necessary to connect your facilities and equipment to the demarcation point (being the point where the underlying telecommunications carrier's facilities end, and your facilities begin), and all wiring, computers and other equipment inside your premises owned or leased by You.
- AUP: Acceptable Use Policy.
- "Force Majeure Event" has the meaning given to it in Section 9.
- All other capitalized terms have the meaning ascribed to them in the TSA unless otherwise indicated herein.

2. Use of Services and Responsibility for Charges

You may use the Services for purposes as outlined in these Terms of Service, if You do so in full compliance with these Terms of Service and all applicable laws and regulatory requirements. NuEdge Communications has the sole right to select the most appropriate partners for the delivery of Services. You are responsible for paying all charges for the Services (without set-off or deduction), including but not limited to

- any setup and installation fee;
- reactivation fees if a Service is suspended or cancelled and later reactivated;
- any charges associated with cancellation or delay of the provisioning of Services caused by You after You have placed an order for Services but before Services are installed;

- access fees;
- recurring service charges;
- usage fees;
- build-out costs, if applicable;
- one-time and/or recurring fees for any customized Services;
- changes to existing Services requested by You;
- any termination fees, if applicable;
- other charges you may incur: (i) resulting from use of your telephones, internet or telecommunications systems (including modem or other CPE purchases or rentals); (ii) resulting from use of any number or authorization code assigned to You, including any calling card number, toll free number assigned or selected by You or any other personal identification number assigned to You or selected by You; or (iii) which are charged to your account (including without limitation, collect calls or fraudulent usage of the Services by You or any third party, irrespective of your knowledge or consent).

You have acknowledged that You are authorized to subscribe for the Services. In the event of a dispute regarding your authorization to subscribe for Services, NuEdge Communications is entitled to determine that the subscriber for Services listed in NuEdge Communications' records is the sole person so authorized. In accepting these Terms of Service, You also represent and acknowledge that, if an individual, You are of the age of majority according to any applicable laws. Third party charges incurred by NuEdge Communications in connection with the Services are subject to change and NuEdge Communications reserves the right to pass on such charges (and changes in charges) to You, for example, if required by rulings or orders received by NuEdge Communications or its underlying services providers from the CRTC, or due to other charges imposed on NuEdge Communications by its underlying providers, including charges for changes, connections, disconnection or termination of a Service or any component of a Service. Unless otherwise specified in the TSA, International Long-Distance charges are as per NuEdge Communications' standard price book rates, which are available to You upon request and are subject to change without notice in the event that NuEdge Communications' suppliers impose rate changes on NuEdge Communications. In addition, and notwithstanding anything else contained herein or in the TSA, in the event NuEdge Communications discovers that an error on the part of NuEdge Communications has occurred in the setting out of any monthly and/or non-recurring charges, term length or type of Services offered, all as provided within the executed TSA within thirty (30) days of the Commencement Date, NuEdge Communications reserves the right to amend any of the above terms and You will abide by same and, in the event you elect not to do so, NuEdge Communications thereafter reserves the right to immediately terminate the TSA.

3. Billing and Payment

Charges shall be itemized by way of invoice to You. NuEdge Communications will invoice You monthly for charges for the Services (for the types and kinds of charges associated with the Services as set forth in the TSA or these Terms of Service), except that NuEdge Communications may choose not to send a paper invoice to You until the charges for Services are \$10.00 or more in any given month. You must pay amounts invoiced by the due date specified on the invoice, failing which You will be charged interest on outstanding past due amounts at the rate of 2% per month (26.8% per annum), or such other rate as NuEdge Communications may determine from time to time ("Interest Rate"). The invoice will include, and You will be responsible for paying applicable taxes, levies, government fees or tariffs, interest on overdue amounts and service charges and similar charges for returned payments (this includes, but is not limited to, cheques, credit cards and pre-authorized debits) (\$45.00 per returned cheque or failed pre-authorized debit, or such other rate as NuEdge Communications may specify from time to time). NuEdge Communications invoices are sent to You by e-mail only.

There are no charges to you for delivery of any invoices by us to You. You must bring invoice inquiries and disputes to NuEdge Communications' attention within 30 days of the invoice due date (and You must be acting in good faith in doing so) or You will be deemed to have accepted the invoice as accurate in all respects. NuEdge Communications will review any bona fide disputed charge, provided You have paid the undisputed portion of the invoice in question and continue to pay the undisputed portion and amounts contained in any subsequent invoices. NuEdge Communications shall investigate and review Customer's dispute and will make a final determination regarding the disputed charge, in its sole and reasonable discretion. If some or all of your Services are cancelled, suspended or terminated, either by You or by NuEdge Communications and there is an undisputed credit balance in your favour on your account after any applicable charges payable as of the date of the cancelled, suspended or terminated Service to NuEdge Communications associated with cancelled, suspended or terminated Services are deducted, NuEdge Communications will apply this amount to any ongoing or new Services provided to You within 90 days of the cancellation, or if no new or ongoing Services are being provided, You may request NuEdge Communications to refund this amount to You. If You do not claim your credit balance within the 90-day period, it shall become the property of NuEdge Communications and any account credits provided by NuEdge Communications will expire. You will not be permitted to apply any such credits in the future should you elect to enter into a new agreement for the provision of Services to You from NuEdge Communications. NuEdge Communications reserves the right to charge a reasonable processing fee in connection with issuing refunds. Any amount less than \$10.00 will not be refunded. Unless there has been deception by You with regard to a charge, You shall only be responsible for paying a previously unbilled or under-billed charge where it is correctly billed within a period of twelve (12) months from the date it was incurred. In the event of deception by You about a charge, any amount previously unbilled or under-billed may be charged at any time. You shall be liable to NuEdge Communications for, and shall pay to NuEdge Communications on demand, all costs and/or expenses incurred, including legal fees, in the collection or attempted collection of any unpaid charges and such amounts shall represent a debt owed by You to NuEdge Communications and any such amounts shall accrue interest at the Interest Rate immediately following demand of payment and shall not include any applicable taxes or levies which shall also be payable by You and for which You shall be liable for to NuEdge Communications. All your obligations under this section (and any other sections of the TSA or Terms of Service) relating to charges, billing and payment survive the termination of Services indefinitely unless otherwise expressly stated to the contrary. For clarity, NuEdge Communications has no responsibility to You to determine whether You have a continuing existing agreement or contractual arrangement ("Existing Agreement") with another provider of services like or identical to the Services ("Previous Services") or to take any action to notify you of this if we discover it. You are solely responsible to pay for any fees, charges, penalties, or other costs associated with terminating or cancelling your contractual arrangement with a pre-existing provider of Previous Services. The existence of an Existing Agreement is not grounds for you to cancel or terminate Services with NuEdge Communications without NuEdge Communications' recourse to applicable charges and termination fees.

4. Credit and Security Deposits

NuEdge Communications and those acting on its behalf reserve the right to examine your credit record and to require a deposit or other security, including payment by credit card, before NuEdge Communications provides, continues, or reinstates Services to You. Should NuEdge Communications at any time consider a security deposit to be insufficient, a further credit deposit may be required, failing which NuEdge Communications may terminate or suspend Services without further notice or liability. NuEdge Communications will determine, at its discretion, how your deposit or other security will be allocated to satisfy outstanding amounts owed by You to NuEdge Communications. By subscribing to the Services, You authorize NuEdge Communications and those acting on its behalf to investigate your creditworthiness and agree, from time to time, to promptly provide financial information as and when NuEdge Communications may reasonably request for this purpose. NuEdge Communications may also disclose your credit history to credit reporting agencies, credit grantors and collection agencies. Upon termination of all Services to You (whether by You or by NuEdge Communications), NuEdge Communications will retain any security deposit and apply it against any outstanding charges, fees, costs or expenses due and owing on your account as of the date of termination, together with any applicable termination fees, and any remaining amount of the security deposit not so applied will be returned to You

without interest. You agree that this use of your security deposit in no way represents full satisfaction of all outstanding amounts owed to NuEdge Communications unless the security deposit is sufficient to satisfy all such amounts.

5. Fixed-Fee Services

The minimum subscription period for fixed-fee Services, such as local voice Services, Internet Services, and data Services, is one month commencing from the date the Services are activated, unless NuEdge Communications stipulates a different minimum subscription period. NuEdge Communications reserves the right at its sole discretion to charge reasonable activation and/or installation fees to You.

6. Fraud and Usage Caps

You are responsible for and liable for paying all charges and taxes on your account, whether you have authorized the use of the Services or not, including for any fraudulent use (whether you have perpetrated such fraud or have been a victim of same), and you will pay any costs and expenses associated with any claims, actions, losses or damages incurred by NuEdge Communications arising from calls, actions or communications intended or resulting in theft or unauthorized usage or misleading illegal or fraudulent communications or use, including but not limited to those associated with long distance calls, calling cards, pay-per-call numbers, information service calls, directory assistance calls, email communications, Your website content and/or social media content. Your obligations in this respect will survive any termination of Services indefinitely. NuEdge Communications reserves the right to require payment on an interim and/or immediate basis, prior to the normal billing date in circumstances where, in NuEdge Communications' sole discretion, acting reasonably, there is an abnormal risk of loss, for example where You have incurred a significant amount of long distance, data or other usage charges, or in situations of suspected fraud or fraudulent use. In such cases, charges will be considered past due when the time period for payment as specified by NuEdge Communications has expired. You are solely responsible for managing and monitoring your account with respect to usage, particularly where You are granting access to your account to more than one person. NuEdge Communications will not take any action to advise You in the event you are exceeding any usage caps as specified in any Services You have chosen. You agree to abide by any applicable Acceptable Use Policy published from time to time (including any amendments thereto) on NuEdge Communications' website ("AUP"). You are solely responsible for the security of your authorization codes, password protection and access to your telephones (including any PBX or other telephone system), internet and telecommunications systems.

7. Customer's Installation and Maintenance Responsibilities

You must supply all Your Facilities and You must ensure that Your Facilities are, always, compatible with, suitable for and adequate for the purpose of utilizing any Service. NuEdge Communications has no obligation to maintain or repair Your Facilities and bears no responsibility or liability for Your Facilities, however upon your request NuEdge Communications or its selected agents or contractors may provide installation, maintenance and repair service to Your Facilities and in such event shall charge You fees for so doing which shall be payable as part of your monthly invoice or invoices, or payable by way of any interim invoice, as the case may be. NuEdge Communications agrees that it will first provide to You a quotation or estimate therefor, together with any other proposed terms and conditions and will not undertake any such work or services until You and NuEdge Communications agree in writing on such pricing, terms, and conditions. You must take reasonable care of and maintain in good condition any NuEdge Communications Equipment, and you may not rearrange, disconnect, remove, repair, or otherwise interfere with NuEdge Communications Equipment without NuEdge Communications' prior written approval. You will locate Your Facilities and/or NuEdge Communications Equipment as directed by NuEdge Communications, and NuEdge Communications will consult with you where reasonably possible. You must always respond promptly to and cooperate with any requests from NuEdge Communications personnel respecting (i) provision by You of information and/or Your Facilities and (ii) providing access to NuEdge Communications representatives to Your Facilities for NuEdge Communications to properly install the services. In the event You fail to do so, NuEdge Communications may, in its sole discretion, deem the Services to be installed and commence billing to You, notwithstanding that You cannot access the Services. For the

purposes of these Terms of Service, NuEdge Communications is the sole owner of the NuEdge Communications Equipment and NuEdge Communications may make any changes or replacements to NuEdge Communications Equipment upon reasonable notice to You, so long as these changes or replacements do not result in a material adverse impact to your Services. You are solely liable for any Losses (as defined in section 11) with respect to Your Facilities unless caused solely by the gross negligence, wilful blindness or wrongful and malicious intentional acts or omissions of NuEdge Communications.

8. Inspection, Testing, Right of Entry and Responsibility for Facilities and Equipment

NuEdge Communications, including its agents (which may include the agents, representatives, employees, and subcontractors of any applicable underlying carrier), subcontractors and employees, may, upon reasonable notice, make such inspections, tests, and adjustments as it may deem necessary to investigate, modify, maintain or repair the installation or operation of Your Facilities and NuEdge Communications Equipment. You must make these available to NuEdge Communications (including providing access to your premises) as may be reasonably necessary in the circumstances. Upon request, NuEdge Communications employees or subcontractors must show valid identification prior to entering your premises. If You fail to cooperate with NuEdge Communications for these purposes and additional costs to install or restore a Service result, you shall be solely liable to pay such costs. In the event of an emergency, as determined by NuEdge Communications in its sole discretion, NuEdge Communications' agents, subcontractors and employees may access Your Facilities or NuEdge Communications Equipment without notice. You are responsible for Your Facilities and any NuEdge Communications Equipment located on your premises and all associated risks and costs, including payment at the undiscounted retail value for then-current replacement NuEdge Communications Equipment if any is lost, stolen, damaged or destroyed. Upon termination of any relevant Services, You must, at your cost, return all NuEdge Communications Equipment associated with such terminated relevant Services, to NuEdge Communications in good condition within fifteen (15) days of the termination date.

9. Service Interruption

NuEdge Communications may interrupt your Services at any time for any duration of time, without any notice or liability, (i) in order to install, inspect, repair, replace, or to perform necessary maintenance on Your Facilities and/or NuEdge Communications Equipment or your network, (ii) to change the underlying carrier in connection with the Services, (iii) or for other technical reasons as may be required. Services may also be interrupted, suspended or terminated as a result of Acts of God, tempest, fire, strike or labour disputes, war, insurrection, riot, power failure or outage, laws, regulations, governmental order or decision, order of any court of competent jurisdiction, or other circumstances beyond the reasonable control or foreseeability of NuEdge Communications (each a "Force Majeure Event") and NuEdge Communications shall not be liable to You for any resulting Service interruption. Where possible, NuEdge Communications will endeavour to provide You with reasonable notice of any anticipated interruption and the expected duration of same. NuEdge Communications may from time to time provide service level objectives ("SLO") or service level agreements ("SLA") (which SLA will contain an executed signature page), which provide indicators (or in the case of an SLA a guarantee) for expected performance in NuEdge Communications' delivery of the services, for many of its Services, and such SLOs or SLAs, as the case may be, if existing, are available upon your request. An SLO does not provide You with any guarantee of Service performance.

10. NuEdge Communications Liability, Independent Contractor and 9-1-1 Services Provision

For the purpose of this Section 10, "NuEdge Communications" shall include any affiliated, subsidiary, parent or related company of NuEdge Communications. NuEdge Communications does not guarantee uninterrupted operation of the Services, or of NuEdge Communications Equipment, its facilities, connections or network. Except with regard to physical injuries, death or damage to your premises or other property wholly caused by NuEdge Communications' gross negligence, NuEdge Communications' liability for negligence, breach of contract, tort or other causes of action, or any loss, omissions, delays, errors, defects or failures in the Services, equipment or facilities suffered by You resulting from any other action or inaction of NuEdge Communications is limited to a refund of charges for the affected Services

proportionate to the length of time the problem existed, not inclusive of any charges for fraudulent usage as specified under Section 6 of these Terms of Service. Under no circumstances shall NuEdge Communications be liable to You or any third party for any indirect, special, consequential, exemplary or punitive damages whatsoever, including any interruption of business or lost profits, even if such damages were reasonably foreseeable and whether or not You have been advised of the possibility of such damages. These provisions apply even where there is a fundamental breach of these Terms of Service by NuEdge Communications. Without limiting the generality of the foregoing, NuEdge Communications is not liable under any circumstances for:

- any disruption or unavailability of the Services, including without limitation, any disruption or unavailability of emergency 911 service, resulting from capacity shortages, power fluctuations or Force Majeure Event;
- any act or omission of any third party (including any other local telephone company, any connecting carrier or underlying carrier or other provider of connections, facilities, or service);
- your conduct, acts or omissions, or the operation or failure of your equipment or Your Facilities, including any unauthorized use of the Services and any circumstances under which Your Facilities are or become incompatible or inadequate for utilization of a Service;
- any liability, cost, loss, damage or expense incurred by You or any disruption or interruption of Services due to a Force Majeure Event;
- its failure, for any reason, to activate any Services on the activation date You requested, or the activation date provided to You by NuEdge Communications;
- any claim for defamation or infringement of third-party rights (including intellectual property rights) arising from the use by You of the Services or your content (and for clarity, "content" includes any musical, dramatic, literary or artistic work that You utilize (or request that NuEdge Communications includes) as part of your Services, for example a song or portion thereof utilized as music during a held call); or
- any defacement of, or damage to, your premises resulting from the attachment of any instruments, apparatus or associated wiring or equipment furnished by NuEdge Communications on your premises, or removal thereof, when such defacement or damage is not wholly caused by NuEdge Communications' gross negligence.

NuEdge Communications provides the Services to You as an independent contractor. The employees or agents of other participating and/or underlying carriers are not and shall not be deemed to be agents or employees of NuEdge Communications except for the limited purposes of Section 8. There is no express or implied warranty or condition, whether of merchantability, fitness for a particular purpose, or otherwise, with respect to any Services, product or equipment provided to You by NuEdge Communications, including NuEdge Communications Equipment. In subscribing for the Services, You obtain no proprietary right or interest in, any particular facility, service, equipment, telephone number, IP address or code associated with the Services, nor with any webspace URL or host name which NuEdge Communications may issue to you in providing the Services. NuEdge Communications does not guarantee that transmissions initiated by You while utilizing the Services cannot be received or intercepted by third parties and NuEdge Communications assumes no liability for any costs or expenses because of any such reception or interception. You agree that the limitations of liability contained in this Section 10 are fair and reasonable under the circumstances and NuEdge Communications would not provide You with the Services if You did not agree to these limitations. 9-1-1 Services and Updating of Information For greater clarity, NuEdge Communications typically provides basic 911 Services. In the event NuEdge Communications provides you with Enhanced 911 Services, these services may still have limitations as set out herein. If you are utilizing wireline Services and do not reside in Newfoundland, Labrador, Yukon or Nunavut, You will have access to Enhanced 911 Services. Your telephone number and address are automatically provided to the 911 operator. In the event VoIP Services are utilized by You, such Services have certain limitations relative to Enhanced 911 Services that are available on traditional telephone services, including but not limited to (i) non-functionality of such Services with some or all of your mobile devices, (ii) non-availability of a live

operator if You live in an area where 911 emergency response services, which are provided by local government authorities, are not available and (iii) inability to ascertain your location if You are unable to provide it to the 911 operator. You should contact your local government for additional information. NuEdge Communications is not responsible for any inability to access 911 Services to the extent permitted by applicable law, and You are solely responsible to inform all potential and actual users of the Services of the nature and limitations of the Services specified herein. You are also solely responsible to ensure that all address and telephone number information provided to NuEdge Communications is accurate and always correct and NuEdge Communications is not responsible for or liable for any liabilities or damages resulting from your failure in this regard.

11. Your Liability, Indemnity and Other Obligations

You agree to indemnify and save harmless NuEdge Communications and its underlying third party providers and/or carriers against all damages, liabilities, obligations, losses, injuries, claims, demands, penalties, costs and expenses”), including lawyers fees and expenses on a substantial indemnity basis (each a “Loss”, together “Losses”), resulting from (i) your use (or the use by others with your explicit or implied consent) of the Services, your codes, facilities or equipment, or (ii) your breach of any of your obligations under these Terms of Service or the TSA. If NuEdge Communications Equipment is presently located at or is to be installed on property or premises occupied by You, but not owned by You, You warrant that You have the consent of the owner and/or sub-landlord, as the case may be, to place the NuEdge Communications Equipment on the property or premises. You agree to indemnify and save harmless NuEdge Communications from all Losses arising or resulting from any lack of such consent. You must not use, in any manner or circumstances whatsoever, NuEdge Communications trade-marks, trade names, logos, designs or other intellectual property of NuEdge Communications or any affiliated or related companies without NuEdge Communications’ prior written consent, and You have no authority to act on behalf of any of these companies, and for this purpose, You consent to any temporary or permanent injunction without requiring NuEdge Communications to post security, and You will pay all of NuEdge Communications’ Losses, or those of an affiliated or related company, as the case may be, relating to the obtaining of any such injunction. You agree to indemnify and save harmless NuEdge Communications and any of its affiliated, subsidiary, parent or related companies against any Losses arising from your decision to transfer your Services to another NuEdge Communications underlying carrier (e.g. from Bell to Allstream) or another third-party carrier. The indemnification obligations contained in this Section 11 will survive the termination of Services indefinitely.

12. Suspension or Termination of Services by NuEdge Communications

Without incurring any liability whatsoever, NuEdge Communications may suspend or terminate any or all of the Services where:

- You fail to pay an account that is past due, or You provide payment by cheque, bank draft, credit card or pre-authorized deposit which is not honoured by your bank, financial institution or credit card company;
- You fail to provide interim payments as and when requested by NuEdge Communications;
- You fail to provide or maintain the security deposit or alternate security as and when requested to do so by NuEdge Communications;
- You fail to meet NuEdge Communications credit requirements as determined at the sole discretion of NuEdge Communications;
- You fail to comply with the terms of a deferred payment or credit agreement with NuEdge Communications;
- You (or anyone You authorize to act under these Terms of Service) violate or breach any provision of these Terms of Service or the TSA;

- You fail to provide NuEdge Communications or its agents, subcontractors or employees with reasonable entry and access to install, inspect, repair, replace or to perform necessary maintenance on Your Facilities or NuEdge Communications Equipment;
- NuEdge Communications does not provide, or no longer provides, the requested Service in your area;
- You use or permit others to use any of the Services for a purpose or in a manner that is contrary to law (including decisions, rules or orders of the CRTC), or for the purpose of making harassing, threatening, abusive, annoying or offensive calls, posts or emails;
- You charge or allow others to charge any other person for the use of the Services without NuEdge Communications' prior written agreement (in the event You are interested in reselling any of the Services, You may contact NuEdge Communications at 1-888-443-3876 for further details);
- You harass, threaten or otherwise act unreasonably towards NuEdge Communications, its employees, subcontractors or agents, in relation to the Services, including without limitation, by making numerous unwarranted requests for credits;
- You alter or otherwise interfere with NuEdge Communications facilities or equipment, or fail to replace or modify equipment or facilities which may harm, damage, interfere or pose a danger to others, the Services, or NuEdge Communications Equipment or network;
- You fail to provide payment for other related accounts with NuEdge Communications, such as and including amounts owed by You as a guarantor for the account of another person, corporation or entity;
- You fail to comply strictly with NuEdge Communications' Acceptable Use Policy, as posted on the NuEdge Communications.com website from time to time, or with the AUP of your underlying carrier or services provider;
- NuEdge Communications will incur unusual costs or expenses which You will not pay, for example, for securing rights of way or rights of access, acquiring space in buildings, or for special construction; and/or
- NuEdge Communications has terminated Services to You in the past or you have previously terminated Services with NuEdge Communications.

In the event of a billing dispute, NuEdge Communications will not suspend or terminate your Services where payment is made for all undisputed amounts when due, provided NuEdge Communications does not have reason to believe that the purpose of disputing certain amounts is to evade or delay payment. For the situations in the first paragraph of this section, NuEdge Communications will endeavour to provide reasonable notice, which for the purpose of this Section 12 includes notice by telephone message, to You stating:

- the reason for the proposed suspension or termination, and the amount in arrears (if any);
- the scheduled suspension or termination date; and
- the reconnection charge (if applicable).

If NuEdge Communications has been unsuccessful in its attempts to contact You in relation to a proposed suspension or termination, NuEdge Communications is permitted to proceed with the suspension or termination. Notwithstanding anything contained herein to the contrary, NuEdge Communications will not provide notice of a proposed suspension or termination and may suspend or terminate Services immediately without such notice:

- where immediate action must be taken to protect NuEdge Communications Equipment, NuEdge Communications' network or connections, to protect the safety or security of others (including protection against abusive behaviour), to stop the commission of any offence (including fraud), or to ensure compliance with any law, court order, ordinance, or other legal requirement;

- where NuEdge Communications believes that extreme circumstances exist (as determined at the sole discretion of NuEdge Communications), or that there is an abnormal risk of loss involved in delaying the suspension or termination, including suspicion or evidence of fraud;
- in an emergency or to comply with a lawful order or request; or
- You become bankrupt or otherwise insolvent, make or attempt to make a proposal for your creditors, or attempt to utilize or take advantage of any legislation respecting bankrupt or insolvent debtors.

In the event of a suspension or termination of any of the Services, all features, and services, including emergency 911 service to the applicable telephone numbers may also be suspended or terminated. A suspension or termination will not affect your obligation to pay any amounts owed to NuEdge Communications either during or after the suspension or termination. If termination occurs during the minimum subscription period, You will be charged for the amounts owing for the full subscription period. You may also be charged with any costs incurred by NuEdge Communications in connection with your breach of the Terms of Service, including costs incurred to enforce your compliance. If the Services were suspended or terminated for cause, including non-payment or for any of the reasons listed above, a reconnection service charge may be applied for reconnecting each Service. NuEdge Communications cannot guarantee the availability or resumption of any previous telephone numbers, IP addresses or any other coding following a suspension or termination of a Service. In the event of a termination of Services for whatever reason, a termination fee of \$100.00, or such other amount as NuEdge Communications may determine from time to time, shall apply and be immediately thereafter due and payable. This fee shall be liquidated damages and not a penalty and shall not affect any other obligations or liabilities You may have with respect to payment of all other costs or charges under these Terms of Service.

13. NuEdge Communications Initiated Changes in Telephone Numbers and Other Telecommunications Connections

NuEdge Communications reserves the right to change telephone numbers, calling card numbers or any other products or Services involving something which provides for your direct and unique identification assigned to You. NuEdge Communications will provide notice of such change to You indicating the date of such change.

14. Your Right to Cancel

Subject to the terms of the TSA regarding termination by You, if any, and subject to Section 5 of these Terms of Service, NuEdge Communications permits You to cancel any or all your Services or switch your Services to another provider at any time by contacting NuEdge Communications Customer Service at the number shown on your invoice. You must call to cancel your Services before switching to another provider. You will be responsible for all charges incurred up to the effective cancellation date, which may be later than the requested cancellation date due to administrative requirements, as well as any applicable termination fees provided for in these Terms of Service. For greater clarity, if You subscribe for Services for a committed period of time and you subsequently cancel, You may be subject to an early termination fee for those cancelled Services. If cancellation occurs during the minimum subscription period, You may be charged for the full month's charges. If you cancel your Services, You are required to inform a NuEdge Communications representative at the time You cancel the Services of the identity of any replacement provider who You intend to use to provide similar services and the reasons for your decision to cancel or terminate Services. You acknowledge that it is your responsibility to inform NuEdge Communications of your decision to cancel any or all of your Services prior to switching to another provider. If your services are switched away by another provider without You informing NuEdge Communications of your decision to cancel prior to your cancellation, your services may be switched back to NuEdge Communications by NuEdge Communications without your knowledge. This is done for the protection and convenience of You and NuEdge Communications and as part of NuEdge Communications' efforts to combat known problems in Canada's telecom industry, such as "slamming". If You have not informed NuEdge Communications of your intention to cancel your services prior to their cancellation, You will be responsible for all charges incurred by NuEdge Communications and charged to You after you have been switched back to NuEdge Communications.

15. Changes or Modifications of Services or Service Plans

Without incurring liability, NuEdge Communications may at any time and without notice to You, change or modify any Services, in whole or in part (including the rates or charges). In the event of any such change or modification, You will continue to be responsible for paying all charges incurred for use of the Services including any charges arising out of the change or modification, and your continued payment of invoices following any such changes or modifications shall mean that You accept the changes. Notwithstanding the above, if NuEdge Communications migrates your Services to another underlying provider, You agree that such migration or change does not constitute a material change to these Terms of Service.

16. Customer Privacy and Confidentiality

NuEdge Communications has created a Privacy Policy to protect your personal information. This is available for review on the NuEdge Communications.com website. In accepting these Terms of Service, You hereby grant your consent to NuEdge Communications to collect, use and disclose your personal information for the purposes set out in the policy or as required by law. Personal Information does not include information listed in public directories or available through directory assistance, such as your name, address, telephone numbers or electronic addresses. Any recording or monitoring of telephone calls with You will be in strict accordance with our Privacy Policy and call recordings as a Service provided to you are encrypted and handled as specified in our Privacy Policy. Notwithstanding anything herein or in the Privacy Policy, it is Your sole responsibility to abide by all laws and regulations when recording calls. NuEdge Communications is proud to be able to provide Services to You as a customer. In addition to any other consents granted to NuEdge Communications by You under the Privacy Policy, You grant your consent for NuEdge Communications to advertise your name and the fact that You are a NuEdge Communications customer on the NuEdge Communications.com website or other promotional material, and, if applicable, to display your logo, trade-marks or trade name(s) on the NuEdge Communications.com website or other promotional material for marketing purposes. You agree that your information, including personal information, will be disclosed to NuEdge Communications' agents, employees, and third-party suppliers to best provide the Services to You, respond to questions You may have, and to allow NuEdge Communications to promote additional related Services to You. You may have your name or other identifying material removed from our third-party marketing lists, the NuEdge Communications.com website or other promotional material at any time by notifying NuEdge Communications of such request in writing, whereupon NuEdge Communications will remove your name or identifying material within a reasonable period. While these lists are meant to inform You of relevant and beneficial products, services or offers, it is your right to have your name removed on request. You also have the right to refuse to provide personal information or withdraw your consent for its collection, with reasonable notice and subject to any legal or contractual restrictions. However, You acknowledge that NuEdge Communications' ability to provide service may be limited, interrupted or circumscribed as a result. You must provide notice of your refusal to consent or withdrawal of consent in writing.

17. Policy on Automatic Dialing-Announcing Devices (ADADs) and Unsolicited Calls Made for the Purpose of Solicitation

NuEdge Communications enforces all Canadian Radio-television and Telecommunications Commission rules on Automatic-Dialing Announcing Devices (ADAD) and unsolicited voice and facsimile calls made for the purposes of solicitation. ADAD assist callers in making live or facsimile calls. They can store or produce telephone numbers to be called to deliver a pre-recorded or synthesized voice message. The use of ADAD to make unsolicited telecommunications for the purposes of solicitation is prohibited unless express consent has been provided by the intended receiver of such a telecommunication that they wish to receive same. Prohibited telecommunications include those initiated by or on behalf of a charity, those requesting that a called party hold until an operator is available (when the purpose of the telecommunication is to solicit), for activities such as radio station promotions, or those referring the called party to a 900 or 976 service number. ADAD telecommunications are permitted where no attempt is made to solicit, however the following restrictions apply (except in the case of unsolicited telecommunications made for public service reasons, including emergency and administration purposes by police and fire departments, schools, hospitals, or

similar organizations):

- Telecommunications must not be placed to emergency lines and healthcare facilities;
- Unless otherwise provided by or restricted by law, permitted telecommunications may only be placed between 9:00 a.m. and 9:30 p.m. Monday to Friday, between 10:00 a.m. and 6:00 p.m. on Saturday and/or Sunday, and these hours refer to the receiver's hours for receiving the telecommunication;
- Telecommunications shall begin with a clear message identifying the person on behalf of whom the telecommunication is being made. This message must include an emailing address or postal mailing address and a local or toll-free telephone number at which the called party can reach, at no charge, a responsible individual representing the originator of the message;
- If the actual message exceeds 60 seconds, the identification message must be repeated at the end of the telecommunication;
- Permitted telecommunications must display the originating telecommunications number (or an alternate telecommunications number where the telecommunication originator can be reached), unless number display is unavailable for technical reasons;
- Sequential dialing is prohibited. Random dialing and telecommunications to non-published numbers are allowed, except to emergency lines and healthcare facilities;
- The originator of an ADAD telecommunication shall make all reasonable efforts to ensure that their equipment disconnects within ten seconds of the called person hanging up;
- the person making the telecommunication and the person – if different – on whose behalf the telecommunication is made shall ensure that the electronic mail address, postal mailing address, and local or toll-free telecommunications number referred to above are valid for a minimum of sixty (60) days after the telecommunication has been made.

The same dialing restrictions that apply to ADAD apply to unsolicited live voice and facsimile telecommunications made for the purposes of solicitation. As well, persons placing unsolicited live voice or facsimile telecommunications to solicit are to ensure that a customer's request not to be called again is respected. The customer's name and telephone must be removed from calling lists within 7 days of the request for unsolicited facsimile telecommunications and 30 days of the request for unsolicited live voice telecommunications. A customer's "do not call" request must remain active for three years. Professional telecommunication organizations are to provide information with respect to itself as well as the person on behalf of whom the telecommunication is being made. If You, as an ADAD telemarketer, violate the restrictions posed by the CRTC, NuEdge Communications may terminate your Services without further notice.

18. General Provisions

NuEdge Communications representatives have informed You of the existence of these Terms of Service and have advised You to review them prior to requesting and accepting Services from NuEdge Communications. Your request for and acceptance of Services and/or payment of any invoice to NuEdge Communications indicates your acceptance of these Terms of Service and will signify your acknowledgement of the opportunity to review them. Except where otherwise stated in these Terms of Service, notices under these Terms of Service shall be effective if in writing and delivered personally, sent by registered mail, or sent prepaid by courier, facsimile, email or other similar means of electronic communications, addressed in the case of notice to You, your address where NuEdge Communications sends your invoices or the email contact designated by You as your point of contact to NuEdge Communications, and in the case of notice to NuEdge Communications as specified on the www.NuEdge Communications.com website. Any notice so given is received when so personally delivered or sent by facsimile, e-mail, or other similar means of electronic communication, or on the fourth (4th) day following the date notice was sent if by prepaid registered mail. You cannot assign or transfer your rights or obligations under these Terms of Service without NuEdge Communications' prior written

consent; however NuEdge Communications may transfer its rights or obligations without your consent and these Terms of Service will endure to the benefit of any such successor entity. These Terms of Service shall be governed by the laws applicable in the province of your billing address. From time-to-time NuEdge Communications may partner with outside companies to provide and offer other services to You. These Terms of Service are not altered or modified by the course of conduct between You and NuEdge Communications or by trade practice. If any provision in the Terms of Service is declared to be invalid, illegal or unenforceable, the remainder of the Terms of Service remain in full force and effect unamended and only that portion of the Terms of Service will be unenforceable. In the event NuEdge Communications does not enforce or waives any breach of the Terms of Service by You, it does not represent a continuing waiver of such breach or a waiver of any other provision of the Terms of Service. Please note that the Terms of Service, including pricing, may vary and may be changed without notice to You by NuEdge Communications, provided that NuEdge Communications will post any then-current version of the Terms of Service on the NuEdge Communications.com website. NuEdge Communications keeps and reserves the right, without the obligation to do so, to monitor your use of the Services, including any of your content and, if applicable, bandwidth usage, and to perform security checks on your Services and their use, subject to any provisions of confidentiality or privacy contained in these Terms of Service, and NuEdge Communications does not have any responsibility for storing or backing up any of your data or content arising from your use of the Services. Product names and terms used throughout these Terms of Service are registered or pending trademarks of, or are licensed by, NuEdge Communications or its affiliates. In addition to where explicitly provided, any provisions in these Terms of Service that, by their nature, are intended to survive termination of the Services, shall survive such termination.

19. Transition of Long-Distance Service Provision

Where NuEdge Communications becomes the provider of your local telephone Services but not the provider of your long-distance telephone Services, NuEdge Communications may arrange to provide long distance services to You prior to activation by your long-distance company, to ensure continued availability of long-distance services. During this interim period, direct dialled long-distance calls will be rated according to a savings plan determined by NuEdge Communications, and You will be responsible for payment of long-distance charges incurred during this interim period.

20. Directory Listing Information

If you subscribe to NuEdge Communications local service, your telephone numbers may be published in the telephone directory for your area unless you make appropriate arrangements to have your telephone numbers removed from the directory (unlisted) and pay any corresponding service charges when due. In the case of errors or omissions in the directory listings, whether the error or omission is about telephone numbers, individual names or business names, NuEdge Communications' liability with regard to any such errors or omissions is limited to a refund or credit of any charges associated with the listings in question for the period during which the error or omission occurred. *****

21. Additional Definitions for TSA Signatories

- “Term” means the total duration of time during which these Terms of Service are in effect. The Term commences on the Commencement Date and encompasses the Service Term and any Renewal Term as defined below. The Term shall continue until the TSA has expired or is terminated.
- “Service Term” means the duration of time that NuEdge Communications is providing You the agreed upon Services. The Service Term will commence on the date the last service described in the TSA Initial Service Order, or TSA Addendum, is activated by NuEdge Communications, and will be in effect for the duration of time indicated on the TSA as the Service Term.
- “Renewal Term” means the period that the Service Term is extended following the last day of the Service Term, which occurs if neither party has given written notice of termination prior to completion of the Service Term.

- “Addendum Date” has the meaning ascribed to it in the TSA Addendum.
- “Move” means to move a Service from one service address to another.
- “TSA Addendum” means the document executed by You and NuEdge Communications whereby a new Service is contracted for, or an existing Service is replaced by another Service provided by NuEdge Communications.

22. Additional Terms and Conditions for TSA Signatories

If You have executed a TSA, the following additional terms and conditions are applicable to You and binding on You. If You choose to execute a TSA Addendum or any other documentation, as the case may be, You shall be solely responsible for ensuring that an authorized signing officer of yours has executed the TSA Addendum or other documentation, and NuEdge Communications shall be entitled to rely on such executed documentation as genuine. If there is a change in the authorized person, You must inform us of this immediately, utilizing the Change of Information form which NuEdge Communications utilizes for this purpose and which NuEdge Communications will provide to you. In the event You request a copy of your TSA or other contractual documents, the following provisions apply: (i) You understand and agree that NuEdge Communications is under no obligation to provide a copy of your contract to You; (ii) You must first complete and return to NuEdge Communications our Contract Request Form which we may be utilizing at that time and which NuEdge Communications will provide to you for completion; (iii) NuEdge Communications generally archives contractual documents after a period of three (3) years and NuEdge Communications shall be entitled to charge you a fee, at our discretion, to retrieve any such documentation for You. NuEdge Communications will inform You of the charge at the time and obtain your consent to the charge prior to undertaking a search in our archives. At any time during the Term, if you wish to add new Services or replace existing Services they will be added or replaced, as the case may be, by way of an executed TSA Addendum unless at the time, you indicate to NuEdge Communications in writing that you wish to enter into a separate new TSA regarding such Services. A “new Service” shall include a Service previously used by You but discontinued for any reason, which You wish to reactivate. At any time during the Term, if you wish to Move an existing Service, the Move shall be executed by way of a TSA Addendum unless at the time, you indicate to NuEdge Communications in writing that you do wish to Move the Service but do not wish to execute a TSA Addendum. If any time during the Term, you cancel, reduce, or otherwise subscribe for a lesser volume of that Service or if you modify an existing Service, including a usage-based Service (including but not limited to long distance Services and metered bandwidth Services) (“Affected Usage Services”) any of which results in a decrease in recurring billing (in each case a “Change”), You will pay to NuEdge Communications, for the remaining billing recurrences of the Term, commencing from the date of the Change (in each case the “Trigger Date”)(i) in the case of Affected Usage Services, the difference between the actual amounts billed to You for use of such Service following the Trigger Date and an average of the highest three previous recurrences charged to you during the Term relating to such Affected Usage Services, or (ii) in any other case, the difference between the actual amounts billed to You for use of such Service following the Trigger Date and the amount that would have otherwise been billed to You in each such recurrence. Monthly recurring billing is most typical. Other recurring billing periods may include, but are not limited to, bi-monthly, quarterly, and annually. In the event You choose to terminate a Service, or NuEdge Communications is required to terminate a Service due to a breach by You of these Terms of Service prior to the expiry of the Term, You shall pay to NuEdge Communications in one lump sum a termination fee equal to 100% of the recurring rate for the terminated Services, multiplied by the number of recurrences (and, in the case where termination occurs after the first day of any recurrence, a pro rata calculation of such recurring rate will apply for the remaining days in such recurrence during which the termination takes place), remaining in the Term. Where You cancel a Service prior to the installation of that Service then, notwithstanding anything contained in the TSA, in such circumstances (and particularly for the calculation of any applicable termination fees or charges) the Service Term for the cancelled Service will be deemed to commence on the date You cancel such Service. THE TSA SHALL AUTOMATICALLY RENEW FOR PERIODS OF ONE (1) YEAR (EACH

A "RENEWAL TERM"), FOLLOWING THE LAST DAY OF THE SERVICE TERM, AND THEREAFTER, FOLLOWING THE LAST DAY OF ANY SUBSEQUENT RENEWAL TERM, UNLESS EITHER PARTY SHALL HAVE GIVEN WRITTEN NOTICE OF TERMINATION AT LEAST 90 DAYS PRIOR TO COMPLETION OF THE SERVICE TERM OR ANY RENEWAL TERM THEREAFTER OR UNLESS NUEDGE COMMUNICATIONS SHALL HAVE GIVEN NOTICE OF TERMINATION AS PROVIDED FOR IN THESE TERMS OF SERVICE. For this paragraph, notwithstanding any other statement in these Terms of Service, if there is any discrepancy between the terms in this paragraph and the TSA, the terms of this paragraph will govern and be paramount. In the event a TSA is terminated but You continue to receive Services from NuEdge Communications, these Terms of Service shall continue to apply for so long as You receive the Services except that the fees payable by You shall be NuEdge Communications' then-prevailing month-to-month fees for the Services in effect from time to time. *****

23. Additional Terms and Conditions for Internet and Data Users

If You are using Services relating to internet or data transmission, communication, storage or other use, the following additional terms and conditions shall apply: The availability of high-speed Internet Services is dependent on the availability of suitable residential telecommunications facilities supplied by our underlying carriers. The number of service connections per IP address may be limited. Due to the nature of high-speed Internet Services technology, NuEdge Communications reserves the right to deem that high-speed Internet Services cannot be made available up to, including and after installation. NuEdge Communications' Internet Services include the ability to establish multiple email accounts. All accounts established shall form part of your account with NuEdge Communications and You are solely responsible to ensure that any account created for a user under the age of majority has been created with the consent of that person's parents or guardians. NuEdge Communications is responsible for delivering Internet and data Services to the Customer Premises Equipment ("CPE") forming part of the NuEdge Communications Equipment, located on your premises. You are solely responsible for adequately configuring and maintaining any internal networking equipment forming part of Your Facilities to allow the Services to be delivered from the CPE to your intended users. NuEdge Communications may assign to You a reasonable number of internet protocol addresses ("IP Addresses"). You acknowledge that IP Addresses are not portable, and You do not obtain any right or title to or interest in IP Addresses. NuEdge Communications can change your IP Addresses at any time provided NuEdge Communications utilizes reasonable commercial efforts to avoid disrupting the Services. You agree that internet and data-related Services may not be accessible or may otherwise be interrupted for scheduled maintenance. It is anticipated that such maintenance shall take place between the hours of 12:00 am and 6:00 am. You acknowledge and agree that no network security system related to the internet, or any other network is hack-proof or proof against abuse or fraudulent acts and NuEdge Communications shall not be liable for any Losses in this regard other than as specified in these Terms of Service. Any data transmitted, communicated or stored by You and/or any content of your website, emails or other electronic communications by You (including any of your employees, shareholders, officers, directors, agents, representatives, contractors or others for whom you are reasonably responsible for at law) shall not a) violate any applicable laws, regulations or policies of NuEdge Communications, including any AUP.(b) result in a breach of any contract, agreement or arrangement with any third party, or (c) unreasonably interfere with the Services provided by NuEdge Communications to any other party. NuEdge Communications assumes no responsibility whatsoever for accuracy of geolocation of IP Addresses. *****

24. Additional Terms and Conditions for Hosted PBX and SIP Trunk Users (VoIP Services)

Due to the nature of VoIP Services (inclusive of SIP trunk Services and Hosted PBX Services), which inherently require Internet usage, the quality of VoIP is dependent upon the Internet connection which You utilize. NuEdge Communications cannot guarantee the quality of VoIP Services if NuEdge Communications is not the provider of the Internet connection over which the VoIP Services are provided. NuEdge Communications is responsible for delivering SIP trunk Services to and from the IP address You have supplied to NuEdge Communications. You must notify NuEdge

Communications of any changes to the IP address within a reasonable time in advance of any such change. You are solely responsible for adequately configuring and maintaining any internal networking or other equipment forming part of Your Facilities to allow the Services to be delivered from your router, firewall or any other networking equipment to your IP-PBX. Furthermore, You are solely responsible for correctly configuring your IP-PBX with the appropriate setup credentials provided to You by NuEdge Communications prior to installation. With respect to Hosted PBX Services, You are solely responsible for adequately configuring (with the appropriate setup credentials provided to You by NuEdge Communications prior to installation) and maintaining any telephones not purchased from NuEdge Communications and utilized by You or your intended users. You are solely responsible for adequately configuring and maintaining any internal networking or other equipment forming part of Your Facilities in order to allow the Services to be delivered from your router, firewall or any other networking equipment to any IP telephones and/or facsimile machines which are inside of and form a part of your network. You will cooperate with and provide access to Your Facilities and your personnel for NuEdge Communications so NuEdge Communications can assess whether your systems are suitable for Hosted PBX Services. You will be able to utilize up to 2,000 minutes per month per channel for SIP trunk Services and 2,000 minutes per month per 1:1 extension for Hosted PBX Services as fair usage. This fair usage applies to locations in Canada and the United States of America but does not apply to or include off-net locations, including but not limited to Yukon or Nunavut. A full list of off-net locations can be supplied to You by NuEdge Communications upon request. These fair usage limits apply to Services bundled with Long Distance Services and any telephone call outside the local calling area (as can be found on www.localcallingguide.com) of your main/pilot DID shall be considered "Long-Distance".