

AGREEMENT TERMS

- Unlimitel is offering Services to the Client, including long distance phone services and/or wholesale VoIP services and/or Internet Services.
- By this Agreement, the Client agrees to subscribe to the Service(s), and Unlimitel agrees to provide the Services subject to the terms and conditions in this Agreement.
- Services and Equipment provided by Unlimitel under this agreement may be used for lawful business purposes only.
- The Client is responsible for ensuring that any service provided by the Client through the use of the Services provided by Unlimitel satisfies the terms and conditions in this agreement and all other applicable regulations (i.e. CRTC regulations and applicable legislation).
- Unlimitel will not enable the Client's Account and Services until full payment is received from the Client.
- Unlimitel remains the sole owner of the long distance phone, VOIP and Internet services, including all telephone numbers and numbers and addresses for other Services (i.e. IP addresses etc.).
- This agreement becomes effective on the date that the Client's Account is activated.

CLIENT OBLIGATIONS

- The Client is responsible for proper access and ethical use and agrees to obey rules and regulations of system usage as may be imposed by Unlimitel.
- The Client will indemnify Unlimitel and compensate for any loss and harm suffered by improper or abusive use of the Services.
- The Client is responsible for all charges for Services subscribed to, regardless of who used the Services. The Client is solely responsible in the event of charges arising from the fraudulent use of Service and/or Equipment by a third party.
- The Client will use the phone services only for "voice". Modem connection will be allowed.
- The Client is responsible to provide basic or enhanced 911 emergency services to its VoIP users, subject to applicable CRTC regulations. Unlimitel offers the basic 911 emergency service to our clients. Unlimitel also offers E911 (enhanced) upon request.

UNLIMITEL'S RIGHTS

1. Unlimitel will not provide access and Services to any Client that does not provide accurate account and billing information.
2. Unlimitel reserves the right to change conditions and terms of this service agreement by notifying the Client in writing or by email at least 30 days in advance of the effective date of the change. By using the service after the effective date, the Client agrees with the new terms and conditions. If the Client does not agree with the new terms and conditions, the Client may cancel this agreement by giving Unlimitel proper written notice, 15 days in advance of the effective date.
3. Unlimitel reserves the right to revoke access to Clients for fraudulent use and/or abusive conduct of the services or for non-payment of the service.
4. Unlimitel will not be responsible for any virus, worms, unwanted emails, or long distance charge(s) that the Client may incur through the improper use of Services.
5. Unlimitel does not warrant that the Services will be uninterrupted, error free or that the functions will meet the specific requirements of the Client. Maintenance work will be completed between 12:00a.m. and 7:00a.m. Unlimitel will not be liable for any damages incurred in connection with the use or inability to use the services.
6. Unlimitel is not responsible for the quality of the phone lines and Services or any connection problems or other issues caused by the Services provided.
7. Unlimitel will not reimburse or credit the Client if the Client wishes to cancel his/her contract before the renewal date or if Unlimitel revokes access for fraudulent or abusive use or non-payment.
8. Unlimitel will not reimburse or credit any charges that the Client may have if the service is down.

SERVICE FEES. PAYMENT. INVOICE

1. Payment for Services provided by Unlimitel may be made in the form of cash, money order, Debit Card, Visa or MasterCard. No payment can be made at a bank, at an ATM or by the Internet.
2. A \$25.00 fee will be charged to the Client for each cheque returned for any reason and service will be immediately suspended until full payment is received.
3. Payment must be received by Unlimitel before or on the due date. Late and/or additional charges may be applied and Service access may be suspended if payment is not received by the due date. By paying the invoice for the Services subscribed to, the Client agrees that his/her contract is renewed automatically for the period equivalent to the amount paid.

CANCELLATION

- If notification is not received from the Client before the renewal date, Unlimitel will renew the contract for the equivalent period (automatic credit card payment).
- The Client must contact Unlimitel 15 days before renewal date if he/she wishes to modify or cancel his/her contract.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS IN FORCE IN THE PROVINCE OF ONTARIO.

I accept the terms and conditions: _____ Date: _____