

Kingston Online Services – Voice over Internet Protocol Residential and Business Service Agreement

This Service Agreement sets out specific terms and conditions applicable to KOS' Voice over Internet Protocol service (“VoIP”). This Service Agreement forms part of the Agreement between you and KOS, which also includes: (1) the Service Terms; (2) any other Service Agreements for other KOS Services to which you have subscribed; and (3) any other KOS document describing features, products or services and any other document incorporated by reference.

In the event of an inconsistency between the constituent documents of the Agreement, the inconsistency will be resolved by giving preference first to any Service Agreement(s), then to the Service Terms, then to any other KOS documentation describing features, products or services and finally to any other documents incorporated by reference.

Unless otherwise defined herein, all capitalized terms in the Service Agreement have the meaning assigned to those terms in the Service Terms.

1. How do I accept this Service Agreement?

You acknowledge that you have read, understood and agreed to this Service Agreement by either: (a) placing an order for VoIP by any means including online, over the phone or in-person; (b) installing or allowing VoIP to be installed at your premises; or (c) using VoIP.

If you do not agree to the Service Terms or this Service Agreement, or any other parts of the Agreement, you may not use VoIP.

2. What is the Order Confirmation Email and how does it fit in to the Agreement?

When you place an order for VoIP, KOS will send you an email with information and terms and conditions relating to those services (“**Order Confirmation Email**”). The Order Confirmation Email provides a summary description of the services and service features that you have ordered and lists the applicable Fees.

Similarly, if you change your VoIP subscription or add a service feature, we will send you an Order Confirmation Email confirming the change and applicable terms and changes to Fees going forward.

All Order Confirmation Emails for VoIP that are in effect (i.e., not terminated or superseded by a subsequent Order Confirmation Email) are incorporated into this Service Agreement by reference.

If you discover an error in the information contained in an Order Confirmation Email, please contact KOS at the coordinates listed in Section 45 of the Service Terms. Otherwise, if you do not agree with the information and / or terms and conditions of an Order Confirmation Email, you may not use VoIP.

**Kingston Online Services – Voice over Internet Protocol
Residential and Business Service Agreement**

3. What is VoIP?

It is a voice communications service over an Internet connection. VoIP is comprised of voice calling functionality and Equipment.

4. Are there any eligibility requirements to receive VoIP?

Yes. Eligibility for VoIP depends on several factors. You must have an active Internet connection in order to utilize VoIP. When you apply for VoIP, KOS will qualify the address of your premises for service availability.

5. Where can I find information and pricing for VoIP?

The Website provides information and pricing for all VoIP service packages, optional service features and overage fees, as applicable.

6. How do I select a VoIP service package and service features?

With reference to the service information and pricing on the Website, you select your service package and service features when placing an order for VoIP with KOS. Your selections will be reflected in the Order Confirmation Email.

7. What Equipment is required to use VoIP?

VoIP requires Equipment consisting of a handset device, adapter and other ancillary hardware.

8. Is Equipment leased or purchased?

Subject to availability, Equipment may be leased at prices available on the Website or, if not available on the Website, at prices quoted by KOS on request. When ordering VoIP, you may indicate your preference to either lease or purchase Equipment. If you do not specify a preference, your order will reflect an Equipment leasing arrangement by default.

All Equipment installed or provided by us remains our property at all times.

From time to time, software updates may be automatically downloaded to, and installed on, the Equipment. These software updates are necessary for the continued and reliable delivery of VoIP service. By subscribing to VoIP, you consent to the download and installation of such updates. If you do not agree to the downloading and installation of these software updates, your only remedy is to cancel VoIP.

9. How do I return Equipment to KOS if my Services are cancelled?

When your Services are cancelled, you must return Equipment that you have not purchased to KOS at the address listed in Section 45 of the Service Terms.

**Kingston Online Services – Voice over Internet Protocol
Residential and Business Service Agreement**

If KOS does not receive your returned Equipment within 30 (thirty) days of the date of cancellation, you will be charged an Equipment replacement fee that is equal to up to the full replacement price of the Equipment minus depreciation, as determined by KOS.

10. What Term applies to VoIP?

The Website lists the various term lengths (i.e., month-to-month or Fixed Term arrangements) that KOS offers for VoIP. If KOS offers a Fixed Term arrangement, the Website will also list the related incentives for entering into a Fixed Term arrangement (“**Incentives**”) that are offered for VoIP.

11. What happens if a Fixed Term is cancelled early?

This Section overrides the parts of Section 36 of the Service Terms dealing with early cancellation of a service that is subject to a Fixed Term.

If you cancel a VoIP subscription that is subject to a Fixed Term prior to its expiry, or if KOS cancels for cause your VoIP subscription that is on a Fixed Term, then you must pay KOS an amount equal to the monetary value of the Incentive that you received for entering into a Fixed Term for VoIP, prorated based on the number of months remaining in the unexpired portion of the Fixed Term, as of the last monthly invoice. You acknowledge that this charge is a reasonable estimate of KOS’ liquidated damages, represent consideration for the Services, and is not a penalty.

12. Can KOS make changes to VoIP?

Yes. Pursuant to Section 5 of the Service Terms, KOS may at any time make changes to VoIP, including pricing changes. KOS can make changes to VoIP whether you have subscribed on a month-to-month or Fixed Term basis.

13. Can I make changes to VoIP?

Yes. For month-to-month arrangements, you may make changes at any time by contacting KOS at the coordinates listed in Section 45 of the Service Terms.

For Fixed Term arrangements, you may add service features or upgrade your service package. However, you may not move to a lower service package or remove service features that are subject to a Fixed Term. If you wish move to a lower service package or remove a service feature, you must cancel the Fixed Term in accordance with Section 11 of this Service Agreement.

14. Can I transfer a phone number from another provider to KOS?

Yes. You may transfer a phone number from another provider to KOS in accordance with Section 17 of the Service Terms.

**Kingston Online Services – Voice over Internet Protocol
Residential and Business Service Agreement**

15. Can I transfer my phone number from KOS to another service provider?

Yes. You may transfer a phone number from KOS to another service provider in accordance with Section 18 of the Service Terms.

Transfer-out of VoIP or all of your phone numbers will automatically terminate this Service Agreement in accordance with section 34 of the Service Terms.

16. Will 9-1-1 service always be available over VoIP?

No. There are some important differences and limitations in how 9-1-1 calling over VoIP technology operates when compared to basic and E9-1-1 services provided over traditional landline telephone service. Please review this section carefully before activating, installing or using VoIP services.

With both traditional basic 9-1-1 and E9-1-1 service, your call is sent directly to the nearest emergency response centre. In addition, with E9-1-1 service, your call back number and last address are visible to the emergency response centre call-taker. With VoIP service 9-1-1 calling, your call is sent to a national emergency call centre. When you make a 9-1-1 call using VoIP services, you will be asked to confirm your location information regardless of whether that information is visible to the call centre operator. The call centre operator will then transfer your 9-1-1 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 you are told to do so. If your call is disconnected, immediately dial 9-1-1 again.

If you are unable to speak during a 9-1-1 call and the call centre operator has access to a call-back number and the last registered address associated with your VoIP 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 KOS is always the same as the physical address at which your VoIP device is located. Whenever you move the physical location of your VoIP device or you add a line or port a number, you must update your registered address accordingly. **You may update your location information by logging-in to your customer portal and changing your recorded location information. Your customer portal can be accessed using the following url: voip.kos.net**

You acknowledge and understand that the VoIP service or access to the VoIP service, including 9-1-1, 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 KOS' 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 or somebody else tampers with or, in some cases, move the Equipment; or
- Following suspension or termination of your KOS Services or Account.

Kingston Online Services – Voice over Internet Protocol Residential and Business Service Agreement

| There may be a greater possibility of network congestion and/or reduced speed in the routing of 9-1-1 calls made utilizing VoIP service as compared to traditional 9-1-1 calls dialled over traditional public telephone networks.

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

You should inform any business or household residents, guests and other persons who may be present at the physical location where you utilize VoIP service, of the important differences and limitations of VoIP 9-1-1 calling as compared with traditional E-9-1-1 service, as set out above.

KOS does not have any control over whether, or the manner in which, calls using VoIP Service 9-1-1 calling service are answered or addressed by any local emergency response centre. KOS disclaims all responsibility for the conduct of local emergency response centres and the national emergency calling centre. KOS relies on third parties to assist it in routing 9-1-1 calls to local emergency response centres and to a national emergency calling centre. KOS disclaims any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result.

17. How do KOS Parties limit their liability for VoIP 9-1-1 services?

KOS Parties limits their liability for VoIP 9-1-1 services as follows:

You acknowledge and agree that, to the maximum extent allowed by law, KOS 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 9-1-1 calling from your KOS VoIP Service and you agree to indemnify and hold harmless the KOS Parties for any liabilities, claims, damages, losses and expenses, (including reasonable legal fees and expenses) which you or anyone accessing or attempting to access 9-1-1 calling from your KOS VoIP Service may suffer or incur, arising directly or indirectly out of or relating to your or that person’s failure to obtain access to 9-1-1 emergency services.