

Terms Of Use

AGREEMENT BETWEEN USER AND FONVANTAGE™**

This Agreement governs both the Service and any devices, such as an IP phone, Multimedia Terminal Adapter, Analog Telephone Adapter or any other IP connection device ("Device" or "Equipment"), used in conjunction with the Service.

BY ACTIVATING OR USING THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND FULLY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

The FonVantage Web Site is comprised of various Web pages operated by FonVantage.

The FonVantage Web Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the FonVantage Web Site constitutes your agreement to all such terms, conditions, and notices.

EMERGENCY SERVICES - E911 BASIC SERVICE

E911 BASIC SERVICE The Service does not support traditional 911 or E911 access to emergency services in all locations. Where we do not offer traditional 911 or E911 access, we offer a feature known as " E911 Basic Service ". E911 Basic Service setup is initiated when you subscribe to FonVantage service using the address you provide, but our E911 Basic Service feature is not automatic.

How Emergency Personnel are Contacted We contract with a third party to use the address of your registered location to determine the nearest emergency response centre and then forward your call to a general number at that centre. When the centre receives your call, the operator may not have your address and/or phone number. You must therefore provide your address and phone number in order to get help. Some local emergency response centres may decide not to have their general numbers answered by live operators 24 hours a day. If we learn that this is the case, we will send your call instead to a national emergency calling centre and a trained agent will contact an emergency centre near you to dispatch help. You hereby authorize us to disclose your name and address to third-party service providers, including, without limitation, call routers, call centres and public service answering points, for the purpose of dispatching emergency services personnel to your registered location.

SERVICE OUTAGES

Service Outages Due to Power Failure or Disruption E911 Basic Service does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including E911 Basic Service, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including E911 Basic Service.

Service Outages Due to Internet Outage or Suspension or Termination of Broadband Service or ISP Service Service outages or suspensions or terminations of service by your broadband provider or ISP will prevent all Service, including E911 Basic Service, from functioning.

Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts Your ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service

Other Service Outages If there is a Service outage for any reason, such outage will prevent all Service, including E911 Basic Service, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

Disclaimer of Liability and Indemnification We do not have any control over whether, or the manner in which, calls using our E911 Basic 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 E911 Basic Service 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. Neither FonVantage nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our E911 Basic Service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless FonVantage, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, legal fees and expenses) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including E911 Basic Service, incorrectly routed E911 Basic Service calls, and/or the inability of any user of the Service to be able to use E911 Basic Service or access emergency service personnel.

TERM

The term of this Agreement ("Term") begins on the date that End User purchases Services and continues for the duration of the service period as defined by the service plan that is selected by End User ("Plan"). Terms of this Agreement automatically renew on a monthly basis without further action by End User unless End User gives FonVantage written notice of non-renewal at least thirty (30) days before the end of the monthly term in which the notice is given. End User is purchasing the Service for full monthly terms, meaning that if End User attempts to terminate Service prior to the end of a monthly term, End User will be responsible for the full month's charges to the end of the then-current term, including, without limitation, unbilled charges plus any applicable disconnect fee, all of which immediately become due and payable. Expiration of the term or termination of the Services does not excuse the End User from paying all unpaid, accrued charges due in relation to the Agreement hereunder.

Residential Use of Service and Device If you subscribe to FonVantage's residential services, the Service and the Device are provided to you solely for residential use. You shall not resell or transfer the Service or the Device to another party without our prior written consent. You are prohibited from using the Service or the Device for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately terminate or modify your Service if we determine, in our sole and absolute discretion, that your use of the Service or the Device is, or at any time was, inconsistent with normal residential usage patterns. In addition, you will be required to pay our higher rates for commercial service for all periods in which your use of the Service or the Device was inconsistent with normal residential use.

Small Business Use of Service and Device If you subscribe to FonVantage's Small Business services, the Service and Device are provided to you as a small business user. You shall not resell or transfer the Service or the Device to another party without our prior written consent. You are prohibited from using the Service or the Device for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately terminate or modify your Service if we determine, in our sole and absolute discretion, that you have at any time used the Service or the Device for any of the aforementioned or similar activities.

EQUIPMENT

FonVantage's liability for delivery shall cease, and title (if applicable) and all risk of loss or damage shall pass to End User upon delivery to carrier. End User shall be required to obtain authorization from FonVantage to return any Equipment. FonVantage will provide replacement Equipment only if the Equipment is deemed to be defective and covered under the warranty. FonVantage will not cover replacement for lost, stolen or modified equipment. Equipment returned by End User that is not covered under warranty may be refused by FonVantage, and End User will be responsible to pay return shipping charges. End Users who purchased through a Retail outlet may return within the first thirty (30) days to the place of purchase, or such shorter period as set forth in the Retail outlet's return policy; after the return period has lapsed they can contact FonVantage regarding warranty replacement.

BILLING, CHARGES AND PAYMENT

Payment Upon purchase of the Service and Equipment, End User must provide FonVantage with a valid credit card number from an issuer that is accepted by FonVantage (VISA or MasterCard). End User authorizes FonVantage to charge the credit card number provided by End User ("Credit Card") for all charges arising from End User's use of the Services and Equipment. End User agrees to notify FonVantage of any change to the credit card information including, but not limited to, changes in account number, expiration date or billing address. FonVantage shall not be responsible for any charges made by the Credit Card issuer to End User's Credit Card account for exceeding credit limit, insufficient funds or other reasons.

Credit Terms All Services provided to End User and covered by the Agreement shall at all times be subject to credit approval or review by FonVantage. End User will provide such credit information or assurance as is requested by FonVantage at any time. FonVantage, in its sole discretion and judgment, may discontinue credit at any time without notice or require a deposit.

Billing FonVantage will provide End User with a monthly on-line billing statement for the Services and bill all charges invoiced to End User's account to the Credit Card. Such charges shall include activation fees, monthly service fees, shipping charges, disconnection fees, equipment charges, toll charges, taxes and any other applicable charges. Monthly service fees are paid in advance of each month's service; toll charges and any other applicable charges are billed subsequent to the end of each month's service. FonVantage reserves the right to charge the Credit Card for cumulative charges due. Billing for monthly service fees commences upon purchase of the Services on the web site.

Billing Disputes You must notify us in writing within seven days after receiving your credit card statement if you dispute any FonVantage charges on that statement or you will be deemed to have waived any right to contest such charges. All notices of disputed charges should be sent to:

Billing Department
FonVantage Ltd.
#203 11617 106 Ave
Edmonton, Alberta
T5H 0S1
-or- info@FonVantage.com

Late/Non-Payment If any charges for the Services are due but unpaid for any reason including, but not limited to, non-payment or declined Credit Card charges, FonVantage may suspend or terminate the Services and all accrued charges shall be immediately due, plus a late fee of the lesser of 1.5% per month or the maximum allowed by law accrued from the date of invoice until payment in full is received by FonVantage. If charges cannot be processed to the Credit Card and the End User's account is suspended, End User will be charged a fee of ten dollars (\$10.00) to activate the account. No suspension or termination of the Services or of this Agreement shall relieve End User from paying any amounts due hereunder.

Taxes Prices for the Services do not include any customs duties, sales, use, value added, excise, federal, state, local, public utility, universal service or other similar taxes. All such taxes shall be paid by End User and will be added to any amounts otherwise charged to End User unless End User provides FonVantage with an appropriate exemption certificate. If any amounts paid for the Services by End User are refunded by FonVantage, applicable taxes may not be refundable.

NETWORK RECOVERY FEE

A Network Recovery Fee of \$1.55 will be charged monthly to offset costs incurred by FonVantage in complying with inquiries and obligations imposed by federal, state and municipal regulatory bodies/governments and the related legal and billing expenses. This fee is not a tax or charge required or assessed by any government. The Network Recovery Fee will apply to every phone number assigned, including toll free and virtual numbers.

TRIAL PERIOD

FonVantage offers a fourteen (14) day trial period ("Trial Period") to new End Users for their first FonVantage account. The Trial Period commences upon the purchase of Services by End User on the FonVantage web site or purchase of Equipment from a retailer. If End User is not satisfied with the Services during the Trial Period, End User may obtain a refund of the Equipment cost, activation fee, and monthly service fee. Applicable taxes will be refunded to the extent allowed by law. Shipping charges will not be refunded. To obtain a refund, End User must: a) Notify FonVantage within fourteen (14) days of purchase of the Services on the web site and obtain a return material authorization number from FonVantage for the Equipment and, b) and Return the Equipment to FonVantage within seven (7) days of cancellation of the Services in its original, unaltered condition with all packaging intact. The Trial Period refund shall not apply to End Users that have trial period usage in excess of two hundred (200) minutes, and the Trial Period shall expire when End User exceeds two hundred (200) minutes of usage. Retail customers will be required to return the Equipment to the place of purchase within thirty (30) days (or such shorter period as set forth in the retail outlet's return policy) of purchase to receive any refund.

RATE CHANGES

FonVantage may change the prices for the Services and toll charges from time to time. FonVantage may change prices, plans, taxes or fees without any advance notice. In the event of a change in prices or toll charges, FonVantage will post such changed rates to the web site currently located at www.FonVantage.com International toll calling rates are updated monthly on the first of each month and no other notice shall be provided for changes to international toll calling rates.

CREDITS

End User acknowledges and agrees that the Services are provided "as is, where is." Credit allowances for interruption of the Services shall not be provided.

DISCOUNTS

From time to time in its sole discretion, FonVantage may offer promotions or discounts of activation or other fees. Any promotion or discount codes must be entered by End User upon purchase of the Services. End User shall not be entitled to a subsequent credit for such promotions or discounts, if not requested at the time of account creation or change of service.

TOLL CHARGES

Every call to or from Equipment using the Services that originate or terminate in the Public Switched Telephone Network ("PSTN"), including other VoIP networks, is subject to the then applicable toll charges that are associated with the Plan. Calls to a phone number outside the United States and Canada to a non-FonVantage phone number will be charged at the current rates published on the FonVantage web site. The duration of each call is to be calculated in one minute increments and rounded up to the nearest one minute increment for any fraction of minutes used. If the computed charge for a call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. If the computed charges for taxes and surcharges include a fraction of a cent, the fraction is rounded up to the nearest whole cent. When End User dials an International PSTN phone number, charges may apply regardless of whether the party on the other line answers the call. Calls made by an End User to an International mobile, rather than landline, or premium rate telephone number may result in higher toll charges. These toll charges are listed on the FonVantage.net website.

TELEPHONE NUMBER

Any telephone number provided by FonVantage ("Number") to the End User shall be leased and not sold. End User is not to use the Number with any other device other than the Equipment without the express written permission of FonVantage. FonVantage reserves the right to change, cancel or move the Number at its sole discretion.

LOST, STOLEN, ALTERED OR BROKEN EQUIPMENT

End User shall not modify the Equipment in any way without the express written permission of FonVantage. End User shall not use the Equipment except with the Services provided hereunder. Except as otherwise provided for hereunder, End User is responsible for all lost, stolen or broken Equipment and may be required to purchase a replacement to continue service. Replacement charges will be based on the fair retail price of equipment, plus applicable shipping costs and taxes. End User shall immediately notify FonVantage of any lost or stolen Equipment and shall cooperate with FonVantage in all reasonable aspects to eliminate actual or potential unauthorized use of the Equipment. At FonVantage's sole option, failure to report lost or stolen equipment in a timely manner will cause End User to be responsible for all service fees accrued until the time that FonVantage is informed of the loss or theft and can effect a termination of the Services.

PROHIBITED USES

Any use of the Services or any other action that causes a disruption in the network integrity of FonVantage or its vendors, whether directly or indirectly, is strictly prohibited and could result in termination of the Services at the sole discretion of FonVantage. End User understands that neither FonVantage nor its vendors are responsible for the content of the transmissions that may pass through the Internet and/or the Services. End User agrees that it will NOT use the Services in ways that violate laws (including but not limited to laws prohibiting transmission of unsolicited fax advertisements), infringe the rights of others, or interfere with the users, services, or equipment of the network. End User agrees and represents that it is purchasing the Services and/or the Equipment for its own internal use only, and shall not resell, transfer or make a charge for the Services or the Equipment without the advance express written permission of FonVantage.

CHANGES TO THE AGREEMENT, SERVICES OR PLAN

FonVantage reserves the right to make changes to the terms and conditions of this Agreement, the Services and/or the Plan (a "Change of Service"). In the event of a Change of Service, FonVantage will post to the Web Site currently located at www.FonVantage.com. Notice will be considered received by End Users and such changes will become binding to End Users, on the date the changes are posted to the Web Site ("Change Date"), and no additional notice will be required. If End User does not send FonVantage notification of their desire to terminate this agreement or uses the Service after the Change Date, End User is deemed to have accepted and consented to the change of terms and conditions of the Service. If End User does not consent to the change of service and terminates this agreement, End User will be responsible for any sums due hereunder in addition to any applicable Disconnection Fee. End User may request a Plan change at anytime, subject to any applicable change of service fee and additional terms and conditions. The Plan change will take effect in the first month after the Plan is changed. In no case will an activation fee be credited after thirty (30) days from the initial purchase of the Services for a Plan change or cancellation. For a Plan change to a plan that requires a purchase of the Equipment, an equipment charge will apply.

TERMINATION

End User agrees to provide FonVantage with thirty (30) days notice of termination. End User shall be responsible for the full monthly service fee for the month during which the notice of termination of service is provided to FonVantage. FonVantage reserves the right, at its sole discretion, to suspend, terminate or change the Services without advance

notice for any reason, including without limitation, misuse of the Services in any way, End User's breach of this Agreement, End User's failure to pay any sum due hereunder, suspected fraud or other activity by End User that adversely affects the Services, FonVantage, FonVantage's network or other End Users' use of the Services. FonVantage reserves the right to determine, at its sole discretion, what constitutes misuse of the Services and End User agrees that FonVantage's determination is final and binding on End User. FonVantage may require an activation fee to change or resume a terminated or suspended account.

PRIVACY

FonVantage utilizes the public Internet and third party networks to provide fax, voice and video communication services. Accordingly, FonVantage cannot guarantee the security of fax, voice and video communications of End User. FonVantage is committed to respecting an End User's privacy. Once End User chooses to provide personally identifiable information, it will only be used in the context of the End User's relationship with FonVantage. FonVantage will not sell, rent, or lease End Users' personally identifiable information to others. Unless required by law or subpoena or if End User's prior permission is obtained, FonVantage will only share the personal data End User provides with other FonVantage entities and/or business partners that are acting on FonVantage's behalf to complete the activities described herein. Such FonVantage entities and/or national or international business partners are governed by FonVantage's privacy policies with respect to the use of this data. FonVantage is required to file numerous reports with different administrative bodies. As such, FonVantage may provide aggregate statistics about customers, sales and traffic patterns. None of these reports or statistics will include personally identifiable information. However, FonVantage reserves the right to use personally identifiable information to investigate and help prevent potentially unlawful activity that threatens either FonVantage or any company affiliated with FonVantage. Moreover, upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law, FonVantage may disclose personally identifiable information.

RETURNS AND ADJUSTMENTS

No Equipment may be returned by End User for any reason without prior approval of FonVantage. All returns shall be in original packaging or equivalent. End User shall be responsible for all costs related to shipping to FonVantage any Equipment that is being returned. Any Equipment returned to FonVantage without prior authorization for its return or proper packaging may be refused. In order to obtain an appropriate refund, upon cancellation End User must immediately obtain a return material authorization number from FonVantage, return to FonVantage any Equipment provided hereunder, undamaged and in good working condition, in its original packaging and with its original content or otherwise will be immediately responsible for paying to FonVantage an amount equal to the fair retail price of the equipment minus any payments End User had previously paid specifically for said Equipment.

TECHNICAL SUPPORT

FonVantage provides technical support to End Users via telephone, Live Chat and e-mail for the Services and the Equipment provided hereunder. Support for other applications and uses is not provided or implied.

BREACH

In the event of End User's breach of the terms of the Agreement, including without limitation, failure to pay any sum due hereunder, End User shall reimburse FonVantage for all attorney, court, collection and other costs incurred by FonVantage in the enforcement of FonVantage's rights hereunder and FonVantage may keep any deposits or other payments made by End User.

INDEMNIFICATION

End User agrees to defend, indemnify and hold FonVantage, its affiliates and its vendors harmless from any claims or damages relating to this Agreement.

DISCLAIMER OF CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL FONVANTAGE OR ITS VENDORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF LIFE, INJURY, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE SERVICES OR PRODUCTS PROVIDED HEREUNDER WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF FONVANTAGE OR ITS VENDORS OR OTHERWISE.

EXPORT COMPLIANCE

End User agrees to comply with export laws concerning the transmission of technical data and other regulated materials via the Services. End User agrees to comply with applicable local, state and federal regulations governing the locality in which the Equipment and Services are used.

PHONE NUMBERS AND WEB PORTAL DISCONTINUANCE

Upon expiration, cancellation or termination of the Services, End User shall relinquish and discontinue use of any Numbers, voice mail access numbers and/or web portals assigned to End User by FonVantage or its vendors.

Number Transfer on Service Termination. Upon the termination of your Service, we may, in our sole and absolute discretion, subject to applicable law, release to your new service provider the telephone number that you ported (transferred or moved over) to us from your previous service provider and used in connection with your Service if:

- such new service provider is able to accept such number;
- your account has been properly terminated;
- your account is completely current, including payment for all charges and applicable termination fees; and
- you request the transfer upon terminating your account.

SOFTWARE COPYRIGHT

Any software used by FonVantage to provide the Services and any software provided to End User in conjunction with providing the Services are protected by copyright law and international treaty provisions. End User may not copy the software or any portion of it.

Copyright; Trademark; Unauthorized Usage of Device; Firmware or Software.

Copyright; Trademark. The Service and Device and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on our websites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of our websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") are and will at all times remain our exclusive property. Nothing in this Agreement grants you the right or license to use any of our marks.

Unauthorized Usage of Device; Firmware or Software. For residential and business plan customers only, you have not been granted any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. For residential and business plan customers only, you expressly agree that the Device is exclusively for use in connection with the Service and that we will not provide any passwords, codes or other information or assistance that would enable you to use the Device for any other purpose. We reserve the right to prohibit the use of any interface device that we have not provided to you. You hereby represent and warrant that you possess all required rights, including software and/or firmware licenses, to use any interface device that we have not provided to you. In addition, you shall indemnify and hold us harmless against any and all liability arising out of your use of such interface device with the Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

Tampering with the Device or Service. You shall not change the electronic serial number or equipment identifier of the Device or perform a factory reset of the Device without our prior written consent. We reserve the right to terminate your Service if we believe, in our sole and absolute discretion, that you have tampered with the Device. In the event of such termination, you will remain responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will immediately become due and payable. You shall not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.

NOTICES

FonVantage communicates with End Users primarily via email. Notices to End User shall be sent to the email address specified by End User at the time of registration for the Services or as subsequently specified by End User

("Email Address"). End User is responsible for notifying FonVantage of any Email Address changes. End User agrees that sending a message to the Email Address is the agreed upon means of providing notification. Email is used to communicate important information about the Services, billing, changes to the Services and other information. The information is time-sensitive in nature. It is required that End User read any email sent to the Email Address in a timely manner in order to avoid any potential interruption in the Services provided hereunder.

FORCE MAJEURE (EVENTS BEYOND OUR CONTROL)

FonVantage shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or other difficulties of FonVantage as may occur in spite of FonVantage's best efforts.

GOVERNING LAW

The Agreement and the relationship between End User and FonVantage shall be governed by the laws of the Province of Alberta .If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. End User agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within six (6) months after such claim or cause of action arose or be forever barred.

ENTIRE AGREEMENT

The terms and conditions of this Agreement, along with the rates posted to the web site currently located at www.FonVantage.com, constitute the entire agreement with regard to this sale and expressly supersede and replace any prior or contemporaneous agreements, written or oral, relating to the Services. This agreement shall be binding upon the heirs, successors, and assigns of FonVantage and End User.

** FonVantage™ is a trademark licensed to Comamigo, Ltd.