



RESOLUTION TELECOM TERMS & CONDITIONS

By subscribing to and/or using Resolution Tele.com. services, you agree to the following terms and conditions:

General Rates and charges for services provided are available at the Resolution Tele.com. website. Read the FAQ's for other important information on the services. The rates and charges may be changed at any time without notice and it is up to the Applicants to check the listed rates for such changes. All charges for services will be debited to the credit card number provided by Applicant. If the credit card or other form of payment is denied, service may be disabled immediately. PAYMENT MUST BE MADE WITHIN 10 DAYS OR SERVICE MAY BE IMMEDIATELY TERMINATED. All published monthly rates are charged recurrently unless otherwise expressly stated by Resolution Tele.com. Applicant submission, via the Internet, or mail, of this Application attests to financial responsibility, ability and willingness to pay invoices within the stated terms and conditions. Service will be rendered subject to credit approval by Resolution Tele.com. Applicant shall not use any Resolution Tele.com. services for any unlawful purpose and shall use the Resolution Tele.com. services in accordance with the instructions set forth in the Product User Guide or website. Applicants will not hold Resolution Tele.com. liable for error or unwanted calls made or received through provided services. Clients are advised to monitor the pre-paid balance in their account and to only submit funds that are intended to fund service use. Resolution Tele.com. reserves the right to refund only through service credit if an account is cancelled; cash funds will not be paid out to refund prepaid balances upon account cancellation. For Business services, Resolution Tele.com. provides a grace period of 10 days in which Resolution Tele.com. will refund account balance to client credit card. After 10 days, account balance less a 5% administration fee will be refunded to the client's credit card.

Resolution Tele.com. INC. has no control over the content of the information transmitted through its accounts. Resolution Tele.com. does not (i) represent or endorse the accuracy or reliability of any opinion, advice or statement made through a Resolution Tele.com. account, (ii) assume any liability for any harassing, offensive or obscene material distributed or received through a Resolution Tele.com. account, or (iii) assume any liability for any material distributed through a Resolution Tele.com. account which is distributed in violation of any third party copyright or other intellectual property right.

The Services may only be used for lawful purposes. Applicant is expressly prohibited from using the Services to transmit any unlawful, harmful, threatening, abusive, libelous, vulgar, obscene, profane, hateful, or otherwise objectionable information of any kind, including, but not limited to, encouraging conduct that would constitute a criminal offence, infringe third party rights, give rise to civil liability or otherwise violate any local, state, national or other law. Applicant may not use the Services to upload, post, reproduce or distribute, in any way,

any information, software or other material protected by copyright or any other intellectual property right without first obtaining the permission of such right by holder.

Applicant agrees to comply with all applicable laws, regulations, or conventions including those related to data privacy, international communications, and exportation of technical or personal data.

LIMITATION OF LIABILITY. As a material inducement for Resolution Tele.com. to provide the services hereunder, Applicant agrees that UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL Resolution Tele.com. OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SERVICES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICES; OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE.

Resolution Tele.com. MAKES NO EXPRESS OR IMPLIED WARRANTIES TO APPLICANT AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF THE GOODS OR SERVICES PROVIDED. Resolution Tele.com. EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

EFFECTS OF TARIFFS. Any and all tariffs and related provisions are made a part of this Agreement and shall control any inconsistency between the tariff and the terms and conditions of this Agreement.

INDEMNIFICATION. Applicant shall defend, indemnify and hold harmless Resolution Tele.com., its officers, directors, employees and agents from any breach of this Agreement, use of Applicant's account or in connection with the placement or transmission of any message, information, software or other content using the Services. Resolution Tele.com. shall give written notice of any such claim, action or demand within a reasonable time. Resolution Tele.com. shall be defended by attorneys of their choice at Applicant's expense. The headings of the sections of this Agreement are inserted solely for convenience and are not intended to be part of, or affect the interpretation or meaning of this Agreement.

LAW & ARBITRATION. This Agreement shall be governed by and construed in accordance with Canadian Federal law.

SEVERABILITY. If any provision or portion of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision or portion, and, to this end, the provisions or portions hereof are severable.

NO WAIVER. The failure of either party at any time, or from time to time, to require performance of any obligation under this Agreement shall in no manner affect the right of either party to enforce any provision of this Agreement at a subsequent time and shall not be construed as a waiver of any subsequent breach of that same provision.

TRANSFER OF SERVICE. Applicant understands that Resolution Tele.com. does not receive notification from an unaffiliated service provider when service is transferred, and therefore agrees to provide said notification

to Resolution Tele.com. upon completion of the transfer of service. Regular service charges will continue to occur until this condition is fulfilled and confirmed by Resolution Tele.com.

The submission of the application information and the use of the Services assume that Applicant has read and agrees to the terms in this Agreement. Resolution Tele.com. reserves the right to suspend or terminate the Services if Resolution Tele.com., in its sole discretion, believes Applicant is using the Services to engage in conduct which interferes with other Resolution Tele.com. Customers use of the services, is harmful to Resolution Tele.com., or third parties, or is otherwise in violation of this Agreement.

TERMINATION OF SERVICE. The applicant agrees that services will not be considered terminated until all owed amounts have been paid in full to Resolution Tele.com. and they have received a confirmation number of cancellation through one of two methods: i) By phone with a client services representative ii) By online account contact through a Trouble Ticket or Special Request

ADDITIONAL TERMS AND CONDITIONS
APPLICABLE TO ANY SPECIFIC Resolution Tele.com. SERVICE OR PRODUCT MAY BE FOUND ON THE WEBSITE AND ARE INCORPORATED HEREIN AS IF FULLY SET FORTH FOR THAT SERVICE OR PRODUCT.

VOIP E911 TERMS AND CONDITIONS

If you are subscribing to VoIP Service (Hosted PBX or SIP Trunking (®)), you agree to the following, as part of your Agreement:

You acknowledge, understand and agree that:

1. You have received and have read and understood the Terms and Conditions relating to VoIP Service, including 9-1-1 service.
2. You and all staff/users of your Service understand the nature and limits of 9-1-1 service associated with VoIP.
3. If you change the location in which you use your Service in any way, including operating your Service outside of the municipal address that you have given to Resolution Tele.com., you must immediately contact Resolution Tele.com., and that failure to do so may adversely affect my 9-1-1 service.