



telMAX Terms and Conditions

The following terms and conditions of service (these "**Terms**") govern your use of your telMAX Services. Your service agreement, as may be amended ("**Service Agreement**") together with these Terms constitute our agreement with you ("**Agreement**"). If there is any inconsistency between the Service Agreement and these Terms, these Terms will prevail.

Throughout this document:

- **Service** or **Services** means the telMAX services that you subscribe to from telMAX;
- **Month-to-Month Services** means all telMAX Services that you subscribe to on an ongoing basis;
- **Contract Services** means all telMAX Services that you subscribe to under a set contract period. Contract Services are limited to telMAX Internet services. The contract period is specified in the Service Agreement;
- **Equipment** means any device, equipment or hardware used to access the Services or used in conjunction with the Services; and
- **us, we, our** and **telMAX** means telMAX

By entering into an Agreement, you:

- accept all provisions of the Agreement, including these Terms;
- agree to pay the charges invoiced for your use of the Services when they are due
- agree to cause all persons who use Services to comply with the Agreement;
- acknowledge that the acts or omissions of all persons who use Services will be treated for all purposes as your acts or omissions;
- acknowledge that you have received and had the opportunity to review a copy of the Agreement, including these Terms;
- confirm that the information you have provided to us is up-to-date and accurate; and
- agree to notify us of any change in your information, including credit card information, in a timely manner.

We may change, at any time, but upon no less than 30 days' prior written notice to you, any charges, essential features, content, functionality, structure, or any other aspects of the Service, as well as any provision of the Agreement for that Service.

Charges; Account and Payment Information

1. Charges will commence on the date of the initial activation of the Services (the "**Activation Date**") and may be prorated to your billing date.
2. All charges will be described on an invoice which will be emailed to you. Please ensure that your email provider is successfully delivering all telMAX email communications to your inbox.
3. We will bill you monthly in advance. We may bill you, however, for a charge up to 6 months after the date the charge was incurred.
4. You are liable for all charges to your account. Charges to your account are due and payable in full on the date of your invoice.
5. telMAX charges a \$200 standard installation fee for the provisioning of the Services at your service address. This fee is waived if you remain a telMAX customer for a minimum of 90 days and will only become due if you cancel your Service less than 90 days from date of service activation.
6. telMAX accepts the following payment methods:
 - Credit card
 - Visa Debit card
 - Online banking bill payment
 - Direct payment from your bank account using the telMAX portal.

You can process a one time or pre-authorized recurring payment or update your information in two ways:

- Login to your telMAX account (<https://mybroadbandaccount.com/telmax/>) and pay by credit card, debit card or bank payment.
- By phone: Call (905)233-7377

telMAX agrees to protect your credit card information and any banking information in accordance with industry standards, including compliance with PCI obligations. It is our preference to have you use our portal to update your financial information when needed.

As a new customer, your first invoice must be paid by pre-authorized credit card or Visa debit card.

7. If we do not receive payment of the charges invoiced to you when due, we will charge a late payment charge of 2% per month (24% annually) starting 30 days after the bill date. You agree that we can charge any unpaid and outstanding amount, including any late payment charges on your account, to your credit card, bank account or any other payment method pre-authorized by you for payment of our charges.
8. If you don't pay an amount due for more than 45 days, we may refer your account to a collection agency (see note below). Please be aware that non-payment of your account may result in reporting to credit agencies.
9. If payment is not received, telMAX reserves the right to reduce your Internet service speed until your account is current.
10. The charges invoiced for our Services are pro-rated for the period of use, with the exception of actual charges for long distance calling. Long distance calling charges are invoiced on your next monthly bill following.
11. Any questions or discrepancies regarding charges must be reported to us within 30 days of the date of our invoice. Failure to notify us within this time period

will constitute your acceptance of such charges. If any discrepancies result in unauthorized or incorrect charges on your account, then we will reverse those charges within 30 days of receiving notice from you.

Identifiers

12. You do not own any identifier (e.g., telephone, account or PIN number; IP address; access code, etc.) assigned to you by telMAX, and we may change or remove any identifier at any time upon notice to you.

Policies and Acceptable Use

13. You may only use our Service(s) for acceptable and reasonably appropriate purposes and uses, as we may determine. You may not use the Services to download or distribute illegal content.
14. From time to time, we may establish policies, rules and limits (together, the "Policies") concerning use of the Services, Equipment and any products, content or services used in conjunction with the Services or Equipment. Your use of the Services is subject to these Policies, which are incorporated into these Terms by reference. We will provide you with notice of the Policies and of changes to the Policies.

You can always find the most recent and applicable version of this Agreement and Policies at our web site: <https://www.telmax.com/terms-of-service>

15. You may not use the Services for anything other than your own personal use. You may not resell the Services, receive any charge or benefit for the use of the Services or provide Internet access or any other feature of the Services to any third party. You may not share or transfer your Services without our express consent. Your use of the Services is limited to use at your service address, unless the Service is specifically described to be mobile.

Your Content

16. We have the right, but not the obligation, to monitor or investigate any content that is transmitted using the Services (other than voice Services) or the Equipment. We may also access or preserve content or information to comply with legal process in Canada or foreign jurisdictions, operate the Services, ensure compliance with an Agreement or any Policies, or protect ourselves, our customers or the public.

Equipment

17. Except for equipment you may have purchased from telMAX, all Equipment installed or provided by us remains our property and you agree that:
 - you will take reasonable care with such Equipment;
 - you may not sell, lease, mortgage, transfer, assign or encumber such Equipment;
 - you may not tamper with any Equipment;

- you are not allowed to change any Equipment settings provided by us, except for passwords following the guidance provided to you;
 - you may not re-locate such Equipment without our knowledge and permission;
 - you will return such Equipment, in good condition, to us at your own expense within fifteen days following termination of the Services to which the Equipment is related and;
 - you must immediately notify us, at any of the points of contact specified in these Terms, if your Equipment is lost, stolen, damaged or destroyed.
18. If our Equipment is not returned to us in good condition as required, you will be invoiced for and agree to pay the undiscounted retail value of such Equipment, together with any costs incurred by us in seeking possession of such Equipment.
19. All Equipment provided by us is restricted for use only with Services at the service address identified on your account.
20. The telMAX TV Service (MAX View) supports streaming to a maximum number of five (5) concurrent TVs/devices per customer account. For clarity, this means that you can enjoy your MAX View service on up to 5 TVs/devices simultaneously.
21. Any Equipment provided to you for \$0 is provided as a rebated good and not a free good.
22. You authorize us and our representatives to enter or have access to your premises as necessary at mutually agreed upon times to install, maintain, inspect, repair, remove, replace, investigate, protect, modify, upgrade or improve the operation of our services, the Equipment or our facilities or networks. If any of your Services or account have been terminated, then you authorize us and our representatives to enter or have access to your premises to disconnect the Services, as applicable.
23. You must immediately notify us, at any of the points of contact specified in these Terms, if your Equipment is lost, stolen, damaged or destroyed. You are responsible for the cost of replacing your Equipment.
24. You may be charged a fee for any service call not caused by a service disruption or by degradation of telMAX Service or Equipment.

Content

24. Any content (including, without limitation, MAXview TV programming) and/or accompanying documentation that we provide to you or that you receive or subscribe to through telMAX is for your own personal, non-commercial consumption, may not be copied, modified, distributed, transferred or sold and remains our property or that of our licensors or content providers, as applicable. You will take reasonable steps to protect such content and/or documentation from theft, loss or damage.

No Warranties

25. You acknowledge and understand that the Services or access to the Services, including 9-1-1, public alerts or special needs services, may not function correctly, or at all, in the following circumstances:
- in the event of a network outage or during a power failure;

- if you tamper with or, in some cases, move the Equipment; or
- following suspension or termination of your Services or account.

26. Neither telMAX nor its affiliates, partners, licensors, dealers, representatives, suppliers and agents (and their respective employees, officers, directors, shareholders and representatives) (collectively, "**telMAX Parties**") are responsible or liable to you for content, products or services provided to you or accessible by you through the Services, any charges incurred in connection with such content, products or services or anything that is or can be done with such content, products or services even if you are billed for such content, products or services. All such content, products or services is accessed or transmitted solely at your own risk.

27. To the maximum extent permitted by applicable law:

- telMAX does not guarantee or warrant the performance, availability, uninterrupted use, security, pricing or operation of the Services, the Equipment or any products, content, services, facilities, connections or networks used or provided by us or third parties (collectively, the "Offering");
- you bear the entire risk as to the use, availability, reliability, timeliness, quality, security and performance of the Offering; and
- telMAX does not make any express or implied representations, warranties or conditions, including warranties of title or non-infringement, or implied warranties of merchantable quality or fitness for a particular purpose, with regard to the Offering.

All representations, warranties and conditions of any kind, express or implied, are excluded to the maximum extent permitted by applicable law. To the maximum extent permitted by applicable law, no advice or information, whether oral or written, obtained by you from telMAX creates any term, condition, representation or warranty not expressly stated in the Agreement.

You are solely responsible for the following matters:

- any physical access to the Equipment;
- maintaining the security and privacy of your property and your transmissions using the Services, the Equipment or our facilities or networks; and
- protecting against any breaches of security or privacy or other risks involved in installing, using, maintaining or changing the Services or the Equipment.

28. Unless otherwise specifically set out in an Agreement, to the maximum extent permitted by applicable law, telMAX Parties will not be liable to you or to any third party for:

- any direct, indirect, special, consequential, incidental, economic or punitive damages (including loss of profit or revenue, financial loss, loss of business opportunities, loss, destruction or alteration of data, files or software, breach of privacy or security property damage, personal injury, death or any other foreseeable or unforeseeable loss, however caused) resulting or relating directly or indirectly from or relating to the Offering or any advertisements, promotions or statements relating to any of the foregoing, even if we were negligent or were advised of the possibility of such damages;

- the performance, availability, reliability, timeliness, quality, coverage, uninterrupted use, security, pricing or operation of the Offering;
- the denial, restriction, blocking, disruption or inaccessibility of any Services, including 9-1-1, public alerts or special needs services, Equipment or identifiers (including telephone numbers);
- any lost, stolen, damaged or expired Equipment, identifiers, passwords, codes, benefits, discounts, rebates or credits;
- any error, omission or delay in connection with the transfer of telephone numbers to or from another telecommunications service provider or any limitation connected thereto; or
- any claims or damages resulting directly or indirectly from any claim that the use, intended use or combination of the Offering or any material transmitted through the Services infringes the intellectual property, industrial, contractual, privacy or other rights of a third party.

These limits are in addition to any other limits on the telMAX Parties' liability set out elsewhere and apply to any act or omission of the telMAX Parties, whether or not the act or omission would otherwise be a cause of action in contract, tort or pursuant to any statute or other doctrine of law.

Limits on telMAX's Liability Relating to Phone Number Listing

29. telMAX and the local exchange carriers furnishing directory listing services to telMAX will not be held liable for any errors or omissions in the directory listing of your phone number made by telMAX or such local exchange carriers, due to negligence or otherwise, whether or not the errors or omissions are with regards to your name, address, telephone number or any proprietary rights used in connection thereto.

Indemnification

30. You will indemnify and hold harmless telMAX Parties from and against any claims, losses, damages, costs and expenses (including, without limitation, reasonable legal fees and other litigation expenses) incurred by telMAX Parties relating to your violation, alleged violation or misappropriation of any intellectual property, industrial, contractual, privacy or other rights of a third party or any alleged libel or slander by a third party against you.

Privacy and Confidentiality of Your Information

31. We are committed to always protecting your valuable personal information, and to always take appropriate steps to ensure its security through our business operations. Our corporate and online Privacy Policies are available at <https://www.telmax.com/privacy>.

Unless you provide express consent, or if disclosure is required pursuant to a legal power, all information regarding you kept by us, other than your name, address and listed telephone number, is confidential and may not be disclosed by us to anyone other than:

- you;
- a person who, in our reasonable judgment, is seeking the information as your agent;
- our billing and payment processing providers;
- another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis, with the information to be used only for that purpose;
- an agent retained by us in the collection of your account or to perform other administrative functions for us, provided the information is required for and used only for that purpose;
- an agent retained by us to evaluate your creditworthiness, provided the information is required for and is to be used only for that purpose;
- a law enforcement agency whenever we have reasonable grounds to believe that you have knowingly supplied us with false or misleading information or are otherwise involved in unlawful activities; or
- a public authority or agent of a public authority if, in our reasonable judgment, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information.

Express consent to disclosure may be obtained as follows:

- by written consent;
- by electronic confirmation through the use of a toll-free number;
- by electronic confirmation via the Internet;
- by oral consent, where an audio recording of the consent is retained by us; or
- by consent through other methods, as long as an objective documented record of your consent is created by you or by an independent third party.

Suspension; Termination

32. Unless otherwise permitted by applicable law:

- you may terminate any or all of your Services and any corresponding Agreement at any time by contacting telMAX at the appropriate points of contact specified in these Terms; and
- telMAX may terminate any or all of your Services or account and any corresponding Agreement upon no less than 30 days advance notice to you at your billing address.

33. If you terminate any Services, cancellation (“**Cancellation Date**”) takes effect on the day that telMAX receives notice of the cancellation or a future date specified therein (if applicable). Applicable charges continue to apply until that date. Any credit on the account upon the date of termination will be refunded on a pro-rata

basis within four weeks following the return of your Equipment to us. The transfer of your Service (including your telephone number) to another service provider constitutes a termination of the applicable Service(s).

34. If you terminate your Internet service with telMAX, this will automatically also terminate other services you may subscribe to with telMAX.
35. If you terminate a Contract Service and the Cancellation Date is before the end date of the Contract Service, you will need to pay charges for the use of the service up to and including the Cancellation Date. You will also be required to pay a \$300 early termination fee. For further clarity, should the Cancellation Date be within 90 days after the service activation date, then you will be charged the early termination fee in addition to the service installation fee. .
36. Any refund due to you shall be refunded using the same payment method you use to remit payment to us, if reasonably possible. You agree to provide your banking deposit information to us to support an electronic funds transfer if you do not pay us by credit card or Visa debit.
37. In addition to our rights to terminate your Services pursuant to Sections 32 and 36 to the extent permitted by applicable law, we may restrict, block, suspend, disconnect or terminate any or all of your Services or account, including 9-1-1 service, or identifiers in any way, without notice or liability to you, if:
 - you are in breach of the Agreement, including non-payment of your charges or non-compliance with any Policies;
 - you fail to provide or maintain a reasonable security deposit or alternative when requested to do so by us;
 - you agree to a deferred payment plan with us and fail to comply with the terms of the plan;
 - you exceed reasonable usage limits, as determined by us, including misuse of the Services or Equipment;
 - you have given us false, misleading or outdated information;
 - we reasonably suspect or determine that any of your account, identifiers, Services or Equipment is the subject of fraudulent, unlawful or improper usage or usage that adversely affects our operations or the use of our services, facilities or networks by others;
 - you harass, threaten or abuse us or our employees, contractors, suppliers or vendors
 - you fraudulently or improperly seek to avoid payment to us;
 - we need to install, maintain, inspect, test, repair, remove, replace, investigate, protect, modify, upgrade or improve the operation of the Services, the Equipment or our facilities or networks;
 - any account or service on which your Services depend is terminated for any reason; or
 - we reasonably believe that there is an emergency or extreme circumstance that would warrant such action.
38. If we restrict, suspend, block, disconnect or terminate your Services or account:
 - you must pay any amounts owing;
 - you may be charged for any costs incurred by us in connection with your breach of these Terms, including costs incurred to enforce your compliance; and

- your access to emergency or special needs services (e.g., 9-1-1) may also be restricted, suspended, blocked or terminated;

Arbitration

37. To the extent permitted by applicable law, unless we agree otherwise, any claim, dispute or controversy, whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future, arising out of or relating to the following items will be determined by final and binding arbitration to the exclusion of the courts:
- an Agreement;
 - the Services or Equipment;
 - oral or written statements, advertisements or promotions relating to an Agreement, the Services or Equipment; or
 - the relationships that result from an Agreement.
38. Where applicable, arbitration will be conducted in the province of Ontario., on a simplified and expedited basis by one arbitrator. telMAX will pay all reasonable costs associated with any such arbitration. Any such arbitration will be conducted in accordance with Ontario's Arbitration Act, 1991.

IntellectualProperty

39. All trademarks, copyright, brand concepts, names, logos and designs used by us are intellectual property assets, registered or otherwise, of, or used under license by, telMAX. All are recognized as valuable assets of their respective owners, and may not be displayed or used by you in any manner for commercial purposes or copied in any manner for any purpose without the express prior written permission of the telMAX Legal Department.

Entire Agreement

40. This Agreement, as amended from time to time, constitutes the entire agreement between you and telMAX for the Services subscribed to under that Agreement and supersedes all prior agreements, written or oral, with respect to the same subject matter. These Terms cannot be changed by you.
41. No sales representative, officer or employee of telMAX has the authority to change or modify these Terms, except pursuant to an official revised version of these Terms, and you may not rely on any such change or modification.

General

42. The respective obligations of the entities that may be defined as telMAX in an Agreement are several and not joint. If any portion of an Agreement is unenforceable, the remaining provisions continue in full force. Our failure to enforce strict performance of any provision of an Agreement does not mean we have waived any provision or right. Neither the course of conduct between us nor trade practice modifies any provision of an Agreement. An Agreement ensures to the benefit of and is binding on you, your heirs and your legal personal representatives and on your and telMAX's respective successors and assigns. You may not assign or transfer

an Agreement without our prior written consent. We may assign or transfer an Agreement or any of our rights or obligations hereunder without your consent. The provisions of Sections 7, 25-34 and 35-39 survive termination of an Agreement.

Governing Law

43. Agreement is governed exclusively by the laws of the province of Ontario and you submit to the jurisdiction of the courts of Ontario.

How to Contact Us

44. To contact telMAX, please send us an email to support@telmax.com. You can also call us at 1-844-4telMAX.
45. Any notice of a claim must be given to email compliance@telmax.com
46. Any notice shall be deemed to have been given on the date on which it was sent by the party giving the notice.