



telMAX Terms and Conditions

The following terms and conditions of service (these "**Terms**") govern your use of your telMAX Services. Your service agreement (the "**Service Agreement**") together with these Terms and any policies or attachments referenced in them (all as amended from time to time), constitute our agreement with you for the provision and use of the Services (the "**Agreement**"). If there is any inconsistency between the Service Agreement, these Terms, and any policies or attachments, these Terms will prevail, followed by the Service Agreement and then any other policies and attachments.

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. 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

Services; Term

1. Provision of the Services is subject to the terms and conditions of this Agreement as well as availability of the Service in your location. Our acceptance of any order for Service may be conditional on payment of your first invoice which may include shipping, activation and installation fees, as well as service charges for the initial billing period. This payment is non-refundable unless we cannot provide the Service(s) to you.
2. If you subscribe to Contract Services, we will provide the Services to you for the fixed period, following which we will continue to provide the Services to you on an indeterminate basis (month-to-month) at our then-applicable Charges, subject to termination in accordance with this Agreement. Month-to-Month Services are provided on an indeterminate basis, subject to termination in accordance with these Terms.
3. You are responsible for your own use of the Services, as well as that of any other person using them. You are responsible for ensuring that all users of the Services understand and comply with this Agreement.
4. We reserve the right, but are under no obligation, to monitor service activity for the purposes of network improvement, integrity, security or for the purposes of monitoring compliance with this Agreement. We may at any time be legally required to monitor or record and preserve evidence of the activities of identified customers or may be required to remove content in whole or in part as a result of court orders and/or warrants or statutes, without prior or subsequent notice provided to you. You agree that we may perform these activities without any liability to you.
5. By entering into this 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 the Services to comply with the Agreement;

- acknowledge that the acts or omissions of all persons who use the 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.
6. From time to time it may become necessary for us to change aspects of the Services, including the rates, terms and conditions on which we provide those Services to you. We may change, at any time, but upon no less than 30 days' prior written notice to you, any charges, features, content, functionality, structure, acceptable use or other policies or any other aspects of the Service, as well as any provision of the Agreement for that Service. If you do not agree with the change, you can cancel the impacted Service without further liability.

Charges; Account and Payment Information

7. Recurring charges will commence on the date of the initial activation of each Service (the "**Activation Date**") and may be prorated to your billing date.
8. 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.
9. 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.
10. 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.
11. telMAX reserves the right to charge a standard installation fee for the provisioning of the Services at your service address.
12. 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. If you provide a credit card or bank account for your payments, you authorize us to charge your credit card or debit your account for all charges without any further authorization from you, and this Agreement constitutes telMAX's authority for doing so. You must advise us if your credit card or bank account information changes, as failing to notify us may result in non-payment and ultimately suspension or termination of your Services. If any pre-authorized charges to your bank or credit card are returned to us, we may attempt to process payment again before the next regularly scheduled payment but are not obligated to do so. We reserve the right to impose our then current non-sufficient funds fee in these circumstances.

13. 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 (26.82% 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.

14. If any pre-authorized charges are returned to us or rejected, telMAX reserves the right to impose a non-sufficient funds fee. If you don't pay an amount due for more than 45 days, we may refer your account to a collection agency. Please be aware that non-payment of your account may result in reporting to credit agencies.
15. 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 the monthly bill in the month following when they are incurred.
16. 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. If you dispute any charges, you are still responsible for paying all undisputed charges when they are due.
17. If you cancel any of the Services in a bundle or group to which a discount applies, that discount may no longer apply. If you receive a discount, incentive or promotion which is based on satisfying eligibility requirements, and you no longer satisfy any of those requirements, we may remove that discount, incentive or promotion.
18. We may require you to maintain a deposit or impose alternate payment methods, including credit limits, when you sign up for a Service or at any other time if we believe that you have become an unacceptable credit risk. If you fail to pay any charges when they are due, we may apply the deposit against any outstanding charges you owe telMAX. When Services are cancelled or the conditions justifying the deposit no longer apply, we will apply the deposit against any outstanding charges you owe to us, then refund you the balance of the deposit, if any.

Identifiers

19. 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

20. You may only use our Service(s) for acceptable and appropriate purposes and uses, as reasonably determined by us. You may not use the Services for any illegal purpose or in any way which is contrary to law, including to download or distribute illegal content, or to infringe another person's intellectual property. You may not use the Services for any activity which could reasonably be considered to harm others. You may not transmit messages which would be considered "spam" or any information which contains a virus or other harmful contents.
21. 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 any changes to them, by publishing the most recent and applicable version of this Agreement and Policies at our web site: <https://www.telmax.com/terms-of-service>.
22. 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.

Equipment

23. 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 forty-five 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.
24. If our Equipment is not returned to us or is returned in less than 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.
25. All Equipment provided by us is restricted for use only with Services at the service address identified on your account.
26. 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.
27. Any Equipment provided to you for \$0 is provided as a rebated good and not a free good.
28. 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.
29. You agree that we may install, modify or remove software on telMAX Equipment as necessary to ensure the continued operation of the Services. You acknowledge and agree that in providing your Services, we may connect remotely to the Equipment (including, but not limited to, telMAX provided modems, Internet telephone adaptors, routers and set top boxes), either directly or through a third party, for the purposes of adjusting configurations, updating firmware, and related general maintenance.
30. 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.
31. You may be charged a fee for any service call not caused by a service disruption or by degradation of telMAX Service or Equipment. If you provide your own equipment, you are fully responsible for the operation of that equipment on our network, its configuration, compatibility and support, any repairs, and any damages or outages that result from its use. telMAX is not responsible for any use or inability to use customer-provided equipment.

Content

32. 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.

Representations and Warranties

33. 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.
34. 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 (i) content, products or services provided to you or accessible by you through the Services, (ii) any charges incurred in connection with such content, products or services, or (iii) anything that is or can be done with such content, products or services even if you are billed for same. All such content, products or services are accessed or transmitted solely at your own risk.
35. 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. 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.
36. Unless otherwise specifically set out in an Agreement, telMAX Parties will not be liable to you or to any third party for:
- any 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, and any delay or

- failure to provide a Service, including any missed installation or other appointments;
 - 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.
37. 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.
38. To the extent permitted by applicable law, our aggregate liability to you for any cause of action is limited to the charges you paid for your Services in the calendar month prior to the event giving rise to your claim.

Indemnification

39. You will indemnify and hold harmless the telMAX Parties from and against any claims, losses, damages, costs and expenses (including, without limitation, reasonable legal fees and other litigation expenses) incurred by the 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

40. We are committed to always protecting your valuable personal information, and to always taking 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

41. Subject to the provisions of this Agreement and 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 this Agreement upon no less than 30 days advance notice to you.
42. If you terminate any Services, cancellation takes effect on the day that telMAX receives notice of the cancellation or a future date specified therein (if applicable) (the “**Cancellation Date**”). 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).
43. If you terminate your Internet service with telMAX, this will automatically also terminate other services you may subscribe to with telMAX which are dependent on that Internet service.
44. If (i) you subscribe to a Contract Service and cancel the Service before the set contract period end date, or we terminate it because of your breach prior to that date, or (ii) on termination or cancellation you do not return any Equipment that was provided to you at a discount for use with the Service, you may be charged an early termination fee (“**ETF**”) equal to the total of the monthly charges payable for the remainder of the Service term. Provided you have made payment of all charges for the month in which termination takes place, that month’s charges will not be included in the ETF. The ETF is capped at the lesser of (i) the amounts calculated in accordance with this section, and (ii) five hundred dollars (\$500.00), and you agree that the ETF is an estimate of the damage incurred by telMAX from early cancellation of the Service or failure to return the Equipment and not a penalty.
45. Unless we agree otherwise, and provided it is reasonably possible, any refund due to you will be refunded using the same payment method you use to remit payment to us. 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.
46. In addition to our rights to terminate your Services pursuant to Sections 31 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, and fail to remedy that breach within thirty (30) days;
 - 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; or
 - any account or service on which your Services depend is terminated for any reason.
47. Without limiting our other rights to suspend or terminate Services or this Agreement, we may suspend a Service where (i) suspension is required 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, or (ii) where we reasonably believe that the continued supply of the Service presents an immediate threat of the violation of any law or to the integrity of our network or Equipment or creates a hazard to any person.
48. If we restrict, suspend, block, disconnect or terminate your Services or this Agreement:
- 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 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. Any such arbitration will be conducted in accordance with Ontario's Arbitration Act, 1991.

Intellectual Property

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, used by you or copied in any manner for any purpose without the express prior written permission of telMAX.

Entire Agreement

40. This Agreement, as amended from time to time, constitutes the entire agreement between you and telMAX for the Services subscribed to by you and supersedes all prior agreements, written or oral, with respect to the same subject matter.
41. No sales representative, officer or employee of telMAX has the authority to change or modify this Agreement, except pursuant to an official revised version of the Agreement, 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 this 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. This Agreement enures 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 this 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 10, 13, 14, 20, 25, 29, 34 – 40, 43, 44, and 45 survive termination of this Agreement.

Governing Law

43. This Agreement is governed exclusively by the laws of the province of Ontario and the laws of Canada applicable therein. Both parties 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 by email at 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.