Terms and Conditions For Telecommunications Services Agreement

These Terms and Conditions are incorporated by reference in and form part of the Telecommunications Services Agreement (the "Agreement") between the Customer and RFNOW.

1. TERM: The Agreement is effective the date it is accepted by RFNOW and, subject to the provisions contained herein, shall remain in force for a term equal to the term specified in the Agreement (the "Term"). The Term shall commence on the date the first payment is due as specified in section 6. Upon expiration of the Term, this Agreement shall continue from month to month until terminated by either party by giving thirty (30) days written notice to the other.

2. MONTHLY CHARGES: The monthly charges payable by the Customer to RFNOW as specified in the Agreement (the "Monthly Charges") shall be due and payable in accordance with, and at the time specified in section 6. The Monthly Charges for Equipment and Services are subject to change at any time on thirty (30) days written notice by RFNOW to the Customer. Notwithstanding the manner of description of the Monthly Charges in this Agreement and/or on any invoice, the Monthly Charges nevertheless include a portion that is rent for the Customer's use of the Equipment.

3. INSTALLATION CHARGES: The Installation Charges specified in the Agreement (the "Installation Charges") are, unless otherwise indicated, a one-time charge and represent the charges payable by the Customer to RFNOW for installation of the Equipment or Services. Installation Charges are payable in accordance with, and at the time specified in section 6.

4. DEPOSIT: The Customer shall pay RFNOW the deposit specified in the Agreement (the "Deposit"), if any, upon execution of the Agreement. RFNOW may, at any time and on such terms as determined by RFNOW, impose the requirement for new or additional deposits, or other credit requirements including but not limited to interim payments, mandatory prepayments, and/or credit limits. RFNOW will not pay interest on any deposit. Should services be terminated, RFNOW will apply any deposit balance or prepayments against the outstanding final balance on the Customer account and refund any remainder.

5. CHARGES AND TERMS OF PAYMENT: All rates and charges identified in the Agreement or in any Schedules forming part of the Agreement are expressed exclusive of applicable taxes. Taxes payable by the Customer will be separately itemized by RFNOW on all invoices. The Term and charges under the Agreement shall commence upon completion of installation, or when the Equipment or Services are made available to the Customer if no installation by RFNOW is required based upon the date that RFNOW commences issuing billing statements for the Equipment or Services. The Monthly Charges, including applicable taxes, shall be billed monthly in advance and due and payable by the Customer on the bill due date shown on the bill. Per-use charges or charges for changes to occurring in the month are billed monthly in arrears and are due on the bill due date as shown on the bill. Customers are responsible to pay for all per-use charges resulting from the use of the Services and Equipment including but not limited to long-distance telephone calls made from or toll-free or collect type calls accepted all without regard to who triggered the chargeable per-use event. The Installation Charge, unless otherwise indicated, is a one-time payment and shall be due and payable prior to installation of any Equipment or Services. An RFNOW billing statement shall be deemed to be correct and binding on the Customer unless an objection in writing is received by RFNOW within thirty (30) days after the statement is rendered. The Customer agrees to pay interest on all overdue payments at a compound rate of 1.25% per month (18.07% per annum). RFNOW may charge additional fees to offset administrative, processing, environmental, or service costs for your account (for

example, without limitation, fees for collections efforts due to non-payment or returned payments, convenience fees, suspension, disconnection or reconnection of RFNOW services). As a condition of this Agreement, the Customer agrees to provide RFNOW with authority to collect the monthly fees and taxes by means of pre-authorized withdrawals from the Customer's account at a Canadian financial institution or by means of a continuing authorization to charge such amounts to a credit card. If a Customer fails to provide a continuing authorization for withdrawals or credit card charges, the Customer shall be assessed and pay an additional fee of $5.00 per month until such time that a continuing authorization is provided or restored. The Customer agrees to pay a service charge of $35.00 in the event that the Customer's cheque or pre-authorized withdrawal is dishonoured by a financial institution.

6. SERVICE LOCATION/ADDRESS: All facilities, electrical requirements, the installation site, and any other equipment or services required for the Customer to use the Equipment or Services shall meet all specifications and requirements prescribed by RFNOW and shall be arranged for or provided by the Customer at its own expense. Under no circumstances shall the Equipment or Services be removed or relocated by the Customer from the Service Location/Address without RFNOW's permission. Should the Customer request that the equipment be relocated to a new service location/address, such relocation shall be performed by RFNOW at the Customer's expense, at RFNOW's prevailing rates. RFNOW shall have no obligation to relocate the Equipment or Service to a service location/address outside of its network area.

7. INSTALLATION & REPAIR: RFNOW will use its best efforts to complete installation by the Proposed Installation Date. RFNOW does not warrant that the operation of the Equipment or Services will be uninterrupted or error-free. RFNOW will maintain the Equipment or Services in good repair throughout the Term of the Agreement in accordance with a service level agreement, if any, or in the absence of a service level agreement, in accordance with its normal schedules and practices for remedial maintenance and will respond on a best efforts basis to the Customer's request for repairs between 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding any RFNOW observed holidays. RFNOW observed holidays are: New Year's Day, Louis Riel Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day. Should the Customer request, and RFNOW agree, to perform any repair outside of RFNOW normal maintenance schedules, such repairs will be performed by RFNOW at the Customer's expense at prevailing rates for labour, travel and overtime. The Customer acknowledges that RFNOW's ability to maintain the Equipment or Services is dependent upon sources of supply. In the event of inability to obtain replacement parts, or in the event the Equipment or Services are no longer serviceable due to excessive wear, deterioration, technological obsolescence, or by reason of any circumstance beyond control of RFNOW, the Customer will be given thirty (30) days advance notice, whereupon RFNOW shall be entitled to replace the Equipment or Services with a functional equivalent. The Customer shall not permit any party other than RFNOW to repair, remove, rearrange, alter, modify or make adjustments to the Equipment or Services. RFNOW's obligations hereunder do not extend to any relocation, maintenance, repairs, rearrangements, alterations, modifications or adjustments which may be required that are due to, resulting from, or related in any way to damage, misuse, or failure on the part of the Customer to maintain adequate electrical power, air conditioning, temperature, humidity, or a suitable operating environment for the Equipment or Services, or the attachment, interconnection, or use of the Equipment or Services with accessories, equipment or services not provided or maintained by RFNOW, radio frequency interference, vandalism, obstruction of line-of-sight requirements by man-made or natural occurrences, or any other cause that is external to the Equipment or Services. Any maintenance or repairs performed by RFNOW due to any of the foregoing shall be at the Customer's expense at RFNOW's prevailing rates and terms. The Customer shall not change the normal operating environment of the Equipment or Services without obtaining prior authorization from RFNOW.

8. 9-1-1 EMERGENCY SERVICE: Contact police, fire and ambulance services in an emergency by dialing 9-1-1. Where available, RFNOW telephone service enables the enhanced 911 service by providing the customer name, physical address and telephone number to the emergency operator to facilitate dispatch. 9-1-1 Emergency Service is provided for a monthly fee, per working telephone number, as set out in RFNOW General Tariff. RFNOW will also collect and remit 9-1-1 fees levied by municipalities that fund the availability of the service. There is no additional per-call charge to the Customer for the making of emergency calls.

9. MESSAGE RELAY SERVICE, IP RELAY SERVICE: Message Relay Service (711) and IP Relay Service enable telephone and computer based, respectively, communication between hearing and/or speech challenged people and other users. Message Relay Service is a free service for local calls, and long distance charges will apply to long distance calls. IP Relay Service is a free service.

10. DIRECTORIES: Pursuant to CRTC directives, telephone service customers' names, physical addresses and telephone numbers are provided to publishers of directories and providers of directory assistance services. Customers desiring to be excluded from these listings may opt out by subscribing to an unlisted number. Additional fees apply. Notwithstanding a customer decision to opt out, unlisted numbers are nevertheless included in 911 databases.

11. DAMAGE: In the case of damage to, or loss, theft or destruction of the Equipment, RFNOW shall have the right to require the Customer to pay the cost of restoring the Equipment to its original condition or replacing it.

12. SAFETY: RFNOW shall comply with the Customer's on-site safety requirements where applicable. Any protective clothing or special equipment required as a result of the Customer's requirements shall be provided by the Customer for use by RFNOW personnel at no cost to RFNOW. RFNOW reserves the right to refuse to commence or continue any work which, in its opinion, would have to be done in hazardous conditions. RFNOW shall not be responsible to the Customer for any refusal to work in or adjacent to hazardous conditions.

13. TITLE: The Equipment and Services at all times shall remain and be the sole and exclusive property of RFNOW, and the Customer shall have no right of property therein except the right to use the Equipment and Services in accordance with these Terms and Conditions. The Customer shall not remove, deface, or obscure any labels on the Equipment or Services that indicate that RFNOW is the owner. The Customer shall keep the Equipment and Services free of all levies, liens and encumbrances. The Customer agrees that no equipment, apparatus, circuits, devices or services not provided by RFNOW will be attached to, or used so as to operate with the Equipment or Services in any way except as permitted by RFNOW. Upon termination of service, Customer must return the Equipment to RFNOW.

14. INITIAL TRAINING: Initial training and/or instruction in operating the Equipment and Services may be supplied by RFNOW at no cost to the Customer. Subsequent training and/or instruction may be provided by RFNOW at the Customer's expense.

15. FUTURE ORDERS: The quantity of Equipment or Services identified, unless otherwise indicated, represents the initial installation ordered by the Customer. The Customer shall have the right to order from RFNOW additional Equipment or Services of the same description as that forming the subject of this Agreement. The rental of additional Equipment or Services shall be at the prevailing rate(s) in effect at the time of the Customer's subsequent order(s), but in all other respects, shall be subject to these Terms and Conditions. It being understood that the Term(s) for any additional Equipment or Services ordered by the Customer may, at RFNOW's option, expire later than the Term of the Equipment or Services initially ordered hereunder. RFNOW shall have the right, and the Customer agrees that it will, at RFNOW's request, execute Confirmation Schedule(s) confirming the rental rate(s) and Term(s) applicable to additional orders at any time if required by RFNOW.

16. TERMINATION BY CUSTOMER: The Customer may terminate the Agreement with respect to all or any part of the Equipment or Services provided hereunder upon giving RFNOW at least ninety (90) days prior written notice and upon payment of any current amounts due to RFNOW plus a termination charge equal to the monthly rental rate for the Equipment or Services being terminated multiplied by the number of months remaining in the Term, as calculated from the effective date shown on the notice of termination. The termination charge may be waived if, by mutual agreement, the Customer's Equipment or Services must be upgraded, or new Equipment or Services installed due to growth or technical obsolescence, and provided such upgraded or new Equipment or Services are obtained from RFNOW.

17. BUYER'S RIGHT TO CANCEL: In addition to the Termination provisions above, the Customer may cancel this contract from the day they enter the contract until 10 days after the Customer receives a copy of the contract. The Customer does not need a reason to cancel.

If the Customer does not receive the goods or services within 30 days of the date stated in the contract, they may cancel this contract within one year of the contract date. The Customer loses that right if they accept delivery after the 30 days. There are other grounds for extended cancellation. For more information, the Customer may contact the Consumer Protection Office for their province/territory.

If the Customer cancels this contract, the seller has 15 days to refund their money and any trade-in, or the cash value of the trade-in. The Customer must then return the goods.

To cancel, the Customer must give notice of cancellation at the address below. The Customer must give notice of cancellation by a method that will allow them to prove that they gave notice, including registered mail, fax, email or by personal delivery.

ADDRESS FOR NOTICE

Manitoba Customers
RFNOW Inc.
Attn: Customer Experience
PO Box 448, 297 Nelson Street West
Virden, Manitoba, ROM 2C0
Fax: 204-748-4806
Email: custexp@RFNOW.net

Saskatchewan Customers
RFNOW Communications LP
Attn: Customer Experience
PO Box 448, 297 Nelson Street West
Virden, Manitoba, ROM 2C0
Fax: 204-748-4806
Email: custexp@RFNOW.net

This section only applies to residential Customers and has no application for commercial, business, government, or other organizational Customers.

18. TERMINATION BY RFNOW: RFNOW may terminate the Agreement, disconnect service or suspend performance of any of its obligations hereunder at any time, with or without notice, and without incurring any liability to the Customer, in any of the following circumstances:

(a) upon the Customer's default in payment of any fee, rate, or charge when due;

(b) upon the Customer's balance including unbilled services exceeding the credit limit then in effect;

(c) in the event that the Customer commits or threatens to commit any act of fraud, or has furnished RFNOW with false, incorrect, misleading, or outdated information and has not taken reasonable steps to rectify and provide the correct information to Us;

(d) in the event that the Customer commits or threatens to commit any act of insolvency, bankruptcy, or any bankruptcy offence under the Bankruptcy and Insolvency Act;

(e) in the event a trustee or receiver for the Customer or any part of the Customer's assets is appointed by any court or under any instrument, or any bankruptcy proceedings are instituted by or against the Customer;

(f) in the event the equipment is, in the opinion of RFNOW, in danger of being confiscated, attached, damaged or stolen;

(g) RFNOW equipment is destroyed or so substantially damaged by fire or other catastrophe that it is impracticable to continue to provide some or all of the Services;

(h) We reasonably suspect or determine that any of the Customer's 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 or those of third parties with whom We have roaming or network sharing agreements;

(i) The Customer, or any other User of the Services, whether authorized by the Customer or not, engages in behaviour towards Our employees and agents that RFNOW, in Our sole and absolute discretion, determines to be abusive, harassing, demeaning, threatening, intimidating, offensive, obscene, violent, or that otherwise endangers the safety, security, health, or well-being of any such person; or

(j) The Customer or any other User of the Services, whether authorized by the Customer or not, fails to carry out, perform, or comply with any of its covenants, undertakings or obligations imposed on it under the Agreement or these Terms and Conditions, and in particular, the Customer Responsibilities set out below.

and should RFNOW terminate the Agreement, disconnect service or suspend performance, then all payments past due, all payments due, and all payments which would have become due under these Terms and Conditions shall become immediately due and payable to RFNOW, and RFNOW shall have the right to enter the Customer's premises, and without liability for seizure or entry, take possession of all property that belongs to RFNOW without demand and wherever such equipment is found.

For clarity, the Customer shall be solely responsible and liable for all acts and omissions of each User as if such acts and omissions were those of the Customer, and any breach of these Terms by a User shall be deemed a breach by the Customer. Where the Services are made available to Users who are tenants or occupants of the Customer's premises, the Customer shall ensure that each such User is made aware of, and complies with, these Terms, including Our Acceptable Use Policy.

19. LIMITATION OF LIABILITY: The repair and replacement provided for in section 8 represents the entire liability of RFNOW and its suppliers and the customer's exclusive remedy hereunder. Such repair and replacement is furnished in lieu of all warranties, expressed or implied, statutory or otherwise, including warranties of merchantability and fitness for a particular purpose. Any warranties, representations or guarantees not specifically contained in these Terms and Conditions are expressly disclaimed by RFNOW, to the maximum extent allowed by law, as are any other warranties, representations or conditions of any nature whatsoever, either express or implied. RFNOW shall not be liable in any way or manner whatsoever to the Customer or any User or other person for any loss, injury or any general, special, indirect, direct, incidental or consequential damages whatsoever or howsoever caused, including but not limited to any loss of profits, loss of business revenue, failure to realize expectant savings or other commercial or economic loss, even if RFNOW is aware of such possibility, arising directly or indirectly, from the Customer's lease of the Equipment or Services hereunder or any use or intended use thereof. This limitation of liability extends to telephone directory errors and omissions by the licensee under the Basic Listing Interchange File Agreement to which RFNOW is a party.

In the case of subscribers to the RFNOW telephone service, neither RFNOW nor any of its affiliates, representatives, employees, or underlying third party service providers shall be held liable for any injury, death or damage to persons or property, arising directly or indirectly out of, or relating in any way to the provision RFNOW's service, including without limitation any inability on your part to access 911 & 711 service or any other emergency 911 service, and you hereby waive any and all such claims or causes of action arising out of or from the absence, outage or failure of the 911 and/or 711 service. You agree to defend, indemnify and hold harmless, RFNOW and its respective employees, affiliates, directors, officers, agents or underlying third party service providers from and against any liabilities, claims, losses, damages, penalties, fines and expenses (including, without limitation, legal fees and expenses), by or on behalf of you or any third party or User of your 911 and/or 711 service relating to the absence, outage, failure or degradation of the voice quality of the and/or 911 service, including without limitation the inability to be able to dial 911 to access emergency services, the inability to complete a 911 call, the inability to correctly route a 911 call to the appropriate PSAP or to correctly dispatch emergency services to the location from which the 911 call originated.

20. INDEMNIFICATION: Customer shall ensure that Customer and all persons accessing the Services with Customer's UserID and password comply with the terms and conditions of this Agreement. The Customer shall be liable for, and indemnify RFNOW from and against, all costs and damages which

RFNOW sustains by reason of breach of any covenants, term or condition of this Agreement, whether by Customer or by any person accessing the Services with Customer's UserID and password, including, without limitation, all fees and expenses incurred by RFNOW in attempting to enforce any provision of these Terms and Conditions or in recovering any payments or damages for breach of any covenant, term or condition of the Agreement or these Terms and Conditions. All remedies conferred upon RFNOW shall be deemed to be cumulative and no one inclusive of the other, or any other remedy conferred by law.

21. CUSTOMER RESPONSIBILITIES:

(a) Customer, including Users of the Services, whether authorized by the Customer or not, represents, warrants and covenants to RFNOW that they shall not:

(i) resell for profit or non-profit any of Services, except with the written consent of RFNOW;

(ii) access any computer, system or part of a system, software, data or any confidential, copyright protected or patent protected material of any other person without the consent of such person, nor seek by any means whatsoever, information regarding the personal identification, or password of any other User of the Services or the Internet;

(iii) interfere with any programs or data maintained by RFNOW, or with any User of internet programs or data without the consent of RFNOW;

(iv) develop or use programs or the Services in a manner that adversely affects or impacts other Internet users, the services, or any part of the RFNOW network;

(v) upload, use transmit, distribute or store: 1. any illegal material, information, or content or any file that contains a virus or other harmful or destructive elements; or 2. any content that is threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, as determined by RFNOW in its sole and absolute discretion;

(vi) use the Services for any purpose contrary to the laws of any government having jurisdiction over RFNOW or the Customer;

(vii) use the Services to make obscene or harassing telephone calls; or

(viii) violate the rules of "netiquette" while using the Services. For the purpose of this Agreement, "netiquette" is defined as appropriate etiquette expected while using the Internet, as determined by RFNOW in its sole and absolute discretion. It includes, but is not limited to, any activity that RFNOW determines in its sole and absolute discretion to be improper use of the Services, such as 1. spamming (i.e. the sending of unsolicited, commercial messages or communications in any form); 2. permitting any unsolicited commercial email from being sent either over the RFNOW network or over any other network if the message sent advertises or mentions a site posted on the RFNOW network; or 3. otherwise generating levels of traffic sufficient to impede the ability of others to send or retrieve information using the Services.

(b) Customer acknowledges that from time to time, the computer equipment and/or the programs required to access and use the Services may change and the Customer's computer equipment and/or programs may cease to be adequate to access the Services as a result. If that occurs, the Customer's sole remedy shall be to either upgrade the equipment and/or programs used to access the Service or terminate this Agreement subject to the provisions of Section 16.

(c) Customer is responsible for backing up the Customer's files, programs and data as required. Files, programs and data of the Customer stored on the RFNOW network shall be and remain the property of the Customer, however, RFNOW may, in its sole discretion, make and keep backups of any such files, programs and data and/or examine the Customer's files, programs and data for the purpose of investigating and/or preventing disruption of the Services or breaches of the Agreement, whether by the Customer or any other person.

(d) Any UserIDs and customer passwords shall be used only by the Customer. The Customer shall not make the UserIDs available to any third party and shall be solely responsible for maintaining the security of the UserIDs and Customer passwords. The customer shall be responsible for all use of the Services by anyone using the UserIDs and/or Customer passwords. If the Customer shall

become aware, or suspects that any unauthorized person has obtained or attempted access to the Customer's account, programs, or data, then the Customer shall forthwith notify RFNOW and change the Customer password(s). Customer acknowledges that the fees charged by RFNOW reflect the allocation of risk herein and the limited recourse to RFNOW provided for in this Agreement. RFNOW will not assume any responsibility for acts or omissions of Customer or of any individual who accesses the Services using Customer's passwords and UserIDs. In addition, Customer acknowledges that if it allows any person under the age of eighteen (18) to use the Services, Customer shall bear the sole responsibility and liability for, and shall indemnify RFNOW against, any claims, actions or losses that arise, directly or indirectly, from such use. As between RFNOW and the Customer, Customer is better able to put in place physical and procedural impediments to the appropriate use of and to supervise use of its account, UserIDs, Customer passwords and the Services. Protection of the UserIDs and Customer passwords shall be the Customer's responsibility.

(e) Customer shall comply with all current and future policies of RFNOW related to the Services. RFNOW may post notice of such policies at www.RFNOW.com, or may send notice of such policies by e-mail or regular mail.

22. WEB HOSTING SERVICES: Where RFNOW provides the Customer with web hosting services, RFNOW reserves the right to ensure that the Customer's web design and/or web site advertising are consistent with RFNOW's established advertising policies, and that the Customer complies with the requirements, terms and conditions of RFNOW's provider of security and/or public certification services forming part of RFNOW's web hosting services. RFNOW shall have the right to refuse to place or publish the design, and/or to cancel the web hosting services, as the case may be, if RFNOW is ordered to do so by a court of competent jurisdiction, or if RFNOW, in its sole discretion, determines that: (a) the Customer's design or web site advertising is illegal, false or misleading; (b) the Customer is engaging in unethical business practices as may be evidenced by complaints received by RFNOW from the public or public agencies; (c) the Customer fails to comply with the requirements, terms and conditions of RFNOW's provider of security and/or public certification services forming part of RFNOW's web hosting services; or (d) if the Customer is indebted to RFNOW for any amount. Customer warrants the accuracy of the information included in its web site, and warrants that it is authorized and entitled to advertise the business, profession, service, product trade-mark or trade name specified or described therein. Customer warrants to RFNOW that the content on its web site is suitable for publication, is not libelous or defamatory, does not breach the intellectual property rights (including, without limitation, copyright) of any third party, and complies with all laws, regulations, court orders and other legal requirements. The Customer agrees to indemnify and save harmless RFNOW from and against all claims, demands, suits, damages, causes of action or liabilities arising out of the provision by RFNOW of the web hosting services, including, but not limited to, claims of infringement of an intellectual property right. While it is Customer's responsibility to regulate and control content on its web site, if RFNOW hosts Customer's site, RFNOW may decide to suspend or delete Customer's home page without consent, notice or liability if it determines, in its sole discretion, that Customer has violated this Agreement. In addition, if RFNOW determines that it is appropriate, RFNOW may either (I) issue a warning to Customer; (ii) suspend Customer's access to some or all of the Services; or (iii) terminate the Agreement.

23. NO LIABILITY FOR THE OPERATION OF THE INTERNET OR FOR INTERNET CONTENT: The Customer understands that RFNOW does not operate, control or endorse any information, product or service on the Internet in any way. No representation is made or implied as to the privacy of any information on or passing through RFNOW's network. The Services are provided "as is" and "as available" without warranties or conditions of any kind and Customer acknowledges that RFNOW is not responsible for loss or damage to the Customer's files or data that may result from use of the Services. The Customer acknowledges that the Services may be subject to unscheduled and unannounced outages and breakdowns that may not be rectified promptly. In addition, customer is aware that some content, products or services available with or through Services may be offensive to Customer, may not comply with applicable laws, or may cause damage to the Customer's computer or network and/or the data stored thereon. Customer understands that neither RFNOW nor any of its affiliates are under any obligation to censor or monitor any such content. Customer assumes total responsibility and risk for access to or use of such content and for use of the Internet. RFNOW and its affiliates assume no liability whatsoever for any claims or losses arising out of or otherwise related to access or use of such content. Without limiting the generality of the

foregoing, neither RFNOW nor its affiliates warrant that any data or files sent by or to Customer will be transmitted in uncorrupted form or within a reasonable period of time, that such data or files will not intercepted, that other Internet users will not gain access to any of Customer's computer equipment or files, or that any content or other material accessible using the Services is free from viruses or other harmful components. Any warranties, representations or guarantees not specifically herein contained are expressly disclaimed to the maximum extent allowed by law.

24. TITLE TO ADDRESSES AND NUMBERS: RFNOW owns all addresses and numbers provided to Customer, specifically static and dynamic IP addresses, e-mail addresses, sub domain web page addresses, and telephone numbers. RFNOW may modify or change such addresses and/or numbers at any point in time on reasonable grounds subject to the provision of reasonable notice of the change. The notice period may be reduced in an emergency.

25. SOFTWARE AND DOCUMENTATION SUPPLIED: Any software or documentation supplied by RFNOW or its agents to Customer to access the Internet and/or the Services shall remain the property of RFNOW or its agents, as applicable. Customer shall take appropriate steps to protect same against loss or damage. The use by Customer of any such software and documentation shall be subject to such terms set out in the License Agreement included with the software and documentation.

26. ACCESS AND MONITORING: Content may be made available through the use of the Equipment and Services by third parties not within Our control. We have the right, but not the obligation, to monitor or investigate any content transmitted using the Services or the Equipment. We may also access or preserve content or information to comply with legal processes, such as court orders, warrants, production orders, or other lawful requests from law enforcement or regulators in Canada or foreign jurisdictions; to operate the Services; to ensure compliance with the Service Agreement or any Policies; or to protect Ourselves, Our customers, or the public. We reserve the right to move, remove, or refuse to post any content, information, or materials, in whole or in part, that We determine to be unacceptable, undesirable, or in violation of the Service Agreement.

27. INFORMATION: Customer hereby acknowledges that RFNOW may retain and use any information, comments or ideas conveyed by Customer relating to the Services (including any products and services made available on the Services). This information may be used by RFNOW to provide Customer with better service.

28. PERSONAL INFORMATION: The Customer acknowledges that RFNOW collects, uses and discloses personal information for use in its internal billing and administration and the marketing of new services that RFNOW may offer from time to time. RFNOW shall not use or disclose said personal information for purposes other than for which it was collected except with the individual's consent or as required by the law. RFNOW will provide individuals with access to personal information held about them and will make appropriate corrections where errors are found. The Customer hereby consents to RFNOW's collecting, using and disclosing Customer's personal information for the identified purposes set forth herein. The Customer may withdraw this authorization at a later time, however such withdrawal shall be deemed to be a Termination by Customer, and the provisions of section 16 hereto shall apply.

29. DISCRETION: Any discretion, option, decision, or opinion by RFNOW shall be sufficiently exercised or formed if exercised or formed by or subsequently ratified by RFNOW's system administrator or any other person or persons designated by RFNOW's directors.

30. REGULATION: Should any competent regulatory authority determine that the Services to the extent that they are unregulated must be regulated, then in such case, the parties shall observe the terms and conditions imposed by the regulatory authority, including any change to the rates set out herein. This provision shall also permit RFNOW to change rates to the extent of its increase in costs should RFNOW's supplier(s) of upstream Internet access become subject to regulation resulting in an increase to its cost of providing the Service to the Customer. Should any competent authority determine that there shall be taxes and/or fees payable by RFNOW for its installation of communication cables in public rights-of-way, RFNOW shall be permitted to change its rates to the extent of the additional costs.

31. TARIFF: Any Tariffs applicable to the Equipment or to the Services are hereby made a part of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and those of the applicable Tariffs, the latter shall prevail to the extent required to resolve any such conflict. The Customer agrees that upon any forbearance order by the CRTC in respect of all or any of the Equipment or the Services, or any part of them, this Agreement shall remain in full force and effect, and shall be deemed to incorporate all rates, charges, terms and conditions set out in the Tariffs in respect of the Equipment and of the Services as at the effective date of forbearance to the extent not otherwise addressed in this Agreement.

32. GENERAL PROVISIONS: The Agreement shall be binding upon, and shall enure to the benefit of, the parties and their respective successors and permitted assigns. RFNOW shall not be responsible for the performance of, or deemed to be in default of, any obligation or provision of the Agreement where delayed or hindered by labour disruptions, casualties, civil disturbances, acts of civil or military authorities, accidents, fires, acts of God, natural disasters or other catastrophes or events beyond RFNOW's control.

33. WAIVER: No covenant or condition of the Agreement can be waived except by written consent, and forbearance or indulgence in any regard shall not constitute a waiver for any purpose. No covenant or condition shall be deemed to be waived nor shall any breach thereof be deemed excused by a party, unless such waiver or consent is in writing and signed by an authorized officer of such party.

34. ENTIRE AGREEMENT: The Agreement including these Terms and Conditions cancels, replaces and supercedes as of its effective date all existing agreements and understandings, written or oral, between the parties relating to the Equipment or Services forming the subject of this Agreement. Any Equipment Schedule(s) or Confirmation Schedule(s) signed by an authorized officer of RFNOW shall be read as forming a part of the Agreement. The whole contract between the parties is contained in the Agreement and these Terms and Conditions and no preliminary proposals, written or oral, form any part of this contract. The parties agree that any Purchase Orders, Quotations or acceptances thereof issued or given, are for administrative purposes only, and that any terms or conditions stated therein which conflict or are inconsistent with the terms of the Agreement or these Terms and Conditions shall in all cases be superseded by these Terms and Conditions.

35. ASSIGNMENT: The Customer shall not, directly or indirectly, assign, transfer, sublet, sell, lease, option, license, or otherwise dispose of the equipment of the Agreement, or any interest therein, or of any privilege, right, the advantage or benefit whatsoever obtained hereunder, to any person, firm, corporation, by any means or in any manner whatsoever, without first obtaining the written consent of RFNOW. RFNOW may assign all or part of this agreement without the consent of the Customer.

36. SEVERABILITY: If any covenant, term, condition, clause or provision of the Agreement or these Terms and Conditions be adjudged to be invalid, such invalid covenant, term, condition, clause or provision shall not affect the validity of any other covenant, term, condition, clause or provision of the Agreement.

33. NOTICES: Any request, notice, consent, or authorization to be given shall be in writing and sent to the party to receive same, and, if delivered personally or by facsimile, shall be deemed to have been given the same day, or if sent by mail, shall be deemed to have been given three (3) business days after the date of mailing.

37. GOVERNING LAW: The Agreement and these Terms and Conditions shall be interpreted and governed by the laws of the Province of Manitoba or Saskatchewan, as provided for in the Location Service/Address , and the laws of Canada applicable therein.

38. HEADINGS: Headings in these Terms and Conditions are for convenience of reference only and shall not affect its interpretation.

39. GLOSSARY: The following is a glossary of terms used herein:

"Agreement" means the services agreement including these Terms and Conditions as it may be amended from time to time by RFNOW;

“content” means text, HTML code, JAVA code, images, audio clips, information, communications, software, pictures, video, graphics, music, sounds and other materials and services, regardless of its source;

“Equipment” means any device, equipment or hardware used to access the Service or used in conjunction with the Service and may include, without limitation, data radios, antennas, cabling, towers, masts, tripods, fibre optic cables or strands, optics, filters, support structures, switches, routers, demarcation boxes, media converters, PBX systems, and telephone sets;

“Internet” means the world-wide network of computer networks that are connected to each other using specific protocols, which provide for file transfer, electronic mail, remote log in, data base access, and other services;

“Services” means the communication services offered by RFNOW to the Customer pursuant to the Agreement. It may include but is not limited to, services provided for the purpose of (a) accessing the Internet; (b) sending and receiving electronic mail; (c) hosting personal and commercial web sites; (d) virtual private networks; (e) firewalls; (f) rental of equipment; (g) collocation of equipment (h) telecommunications; or (i) local and long distance telephone service;

“Customer” means the person who enters into this Agreement with RFNOW and who is ultimately responsible for all activities with respect to use of the Services;

“Personal Information” means information about an identifiable individual including, but not limited to, name, physical address, e-mail address, birth date, gender and such other similar information as may be appropriate or required by specific circumstances. It does not include the name, title, business address or telephone number of an employee of an organization;

“User” means any individual or entity, other than the Customer, who accesses or uses the Services, or any equipment, network, or connection provided by Us in connection with the Services, whether with or without the Customer’s knowledge, authorization, or consent, including, without limitation: (i) any tenant, occupant, resident, guest, or licensee of any premises owned, leased, managed, or controlled by the Customer at which the Services are provided; (ii) any employee, agent, contractor, or invitee of the Customer; and (iii) any member of the Customer’s household or any other person who obtains access to the Services through the Customer’s account, credentials, or network.

February 6, 2026

Terms & Conditions – HBPX Phone - Addendum

HPBX Terms and Conditions Agreement ("Agreement") governs the provisioning of HPBX voice services, in accordance with any existing contract or service agreements with RFNOW

Over-the-Top (OTT) Phone Services

The Customer acknowledges that when HPBX services are delivered over third-party ISP connectivity, service quality and availability may be affected by factors outside of RFNOW's reasonable control. Accordingly, RFNOW shall not be required to provide service credits, refunds, penalties, or other SLA-based remedies for service interruptions, call quality issues, or performance impacts that are attributable to:

- Outages, congestion, routing, or performance limitations of a third-party ISP;
- Network capacity, latency, jitter, packet loss, or configuration of Customer-managed or third-party networks;
- Customer-provided equipment, internal wiring, power availability, or security configurations.

Any support or troubleshooting assistance provided by RFNOW in relation to OTT-delivered HPBX services will be provided on a **commercially reasonable efforts basis**, and is intended to support service continuity where possible, without transferring responsibility for third-party network performance to RFNOW. For greater certainty, RFNOW shall maintain sole discretion, exercised reasonably, to determine whether the provision of any such support or troubleshooting assistance is commercially reasonable under the circumstances.