

**Customer Service Agreement**  
**NECC Telecom, Inc.**

**1. Parties**

NECC Telecom, Inc. ("NECC") is pleased to provide residential and business long-distance telephone service ("The Service") to you, subject to these terms of service (the "Terms of Service"). "You" and "your" refer, as applicable, to you and every person who uses the service provided to you.

**2. Responsibility for All Charges**

By beginning to utilize The Service provided by NECC, you accept the Terms of Service. You are responsible for the charges incurred while using the Service. Your enrollment with NECC commences with the first provision or availability of the Service to you. Within ten (10) days thereafter, your acceptance of this Agreement will become final unless you first The Service directly and/or through notifying your local telephone company of your selection of a different long distance carrier. These Terms of Service will continue in effect thereafter until you do so terminate The Service from NECC. You agree, for your protection against "slamming" (unauthorized switching of your long distance provider, which occurs without notice to you), that NECC may contact me by if it has reason to believe your account has been switched, to confirm whether or not you approved the change; and may aid you to return to NECC service and to complain to authorities of being unlawfully "slammed" if you did not.

**3. Fees and Rates**

The Service is offered to you at the rates specified by NECC to you from time to time at multiples of 6-second billing increments, plus goods and services tax, sales and other taxes and fees applicable thereon ("Taxes and Fees"). NECC will determine, in its reasonable discretion, the Taxes and Fees you are responsible to pay and which it is obligated to collect from you. You acknowledge that the amount of these Taxes and Fees and increment multiples may change or increase at any time without notice. Applicable Taxes and Fees may be collected on the basis of the service address you provide us. We may bill you for a fee we reasonably estimate to recover costs related to governmental mandates and levies; and for similar costs imposed on us with respect to our service to you by other carriers. Initially, each cycle you will be subject to a Shipping and Handling Fee in the amount of \$1.99 to cover the expense of preparing and mailing paper bills and processing payment. You may choose to end this charge at any time by opting for online billing and payment. Rates for The Service are subject to change upon written notice from NECC to you. The notice may accompany your invoice for The Service, and will become effective at the commencement of your next billing cycle. If given notice of a change materially adverse to you, you may cancel The Service (which is your only remedy). If you do not, you will be deemed to have agreed to the change. You agree that after the initial ten (10) day period described in section 2, any cancellation of your service prior to the completion of three (3) billing cycles (other than as the result of a change in rates or a change materially adverse to you) will require you to pay twenty dollars (\$20.00) as a "Cancellation Fee". The Cancellation Fee is due and payable immediately and will be included in your final bill.

**4. Billing and Payment**

You agree to pay NECC all undisputed charges for The Service appearing on your invoice by the specified due date, together with all applicable Taxes and Fees. NECC will provide your bill in a format it chooses, which may change from time to time. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, NECC may make reasonable adjustments and prorations. Usage may be back billed in a subsequent billing cycle to the extent allowed by applicable law and if so, this usage will be charged as if used during the cycle being billed. You may receive your invoice for The Service from NECC, from any of NECC's affiliates, or from your local telephone company. You authorize NECC to charge your credit card (if you provide information for that purpose) or to use another authorized payment method to collect amounts due from you. If applicable, you will promptly notify NECC of any changes to your credit card account, billing address, or other information that would interfere with collection. If you do not pay amounts due to NECC, you agree that NECC can charge any outstanding amount to your credit card or withdraw it from any authorized bank or credit card account. No additional notice or consent will be required for billings to that credit card or account. You understand that you are eligible to receive services for the favorable rates, under NECC's Preferred Customer Plan, which have been offered to you at the time of your subscription for only so long as you maintain a reliable record of payment. If full payment of charges due and owing is not made by the date set forth in the invoice as ending the grace period, a late fee of 1.5% per month of the unpaid balance will be applied. In addition, a recurring fee of \$4.99 will be added to your plan for each billing cycle until the debt has been satisfied. You understand that in case your check is returned, a \$30.00 service fee will be added to your account. You also agree to pay a Directory Assistance Fee of \$1.99 per call you place to Directory Assistance. If you fail to satisfy an unpaid balance of charges invoiced to you for three consecutive billing cycles, all unpaid charges and rates applicable to my account, and Taxes and Fees applicable, will revert, for so long as an undisputed, unpaid balance remains unsatisfied, to the highest rates NECC offers ("Default Rates" under the "Standard Customer Plan", available on-line at [www.necctelecom.ca](http://www.necctelecom.ca)). You also understand that you will be liable for costs of collection, including reasonable attorney fees, expenses and court costs which NECC may incur if you fail to make payment for The Service.

**5. Deposit**

Depending on your credit standing, NECC may require a deposit, prepayment or other security as a condition of providing The Service. You will not earn any interest on deposits held by NECC. If your service is terminated, NECC will apply the deposit against the outstanding balance in your account, and refund any remaining balance of the deposit to you. You authorize NECC before commencing The Service to you, and at any time you have an outstanding, overdue balance, to verify your creditworthiness with a credit reporting agency and to verify your identity.

**6. Default and Termination**

Without prior notice to you, NECC may, in its sole discretion, terminate your use of The Service if you: (a) do not pay your account balance in full when due (apart from specific charges you may have legitimately disputed with resolution); (b) breach any of the material terms of these Terms of Service; or (c) become bankrupt or insolvent. You will not be relieved from liability for charges through any such default on your part, except as the law of debtor protection may allow. All charges become immediately due and payable in the event of your default.

**7. Advance Pay Program**

Effective immediately, NECC will be implementing its "Advance Pay Program" (the "Program"). The Program is intended to help avoid delinquent accounts by accumulating enough sums for one billing cycle invoice. The Program is designed to benefit you as the money you advance pursuant to the Program will be placed in an Advance Pay Fund for you and will automatically be used to satisfy any invoice you might have in default, or will be used to help you "skip" paying one invoice up to the amount in the Advance Pay Fund. Please review your bill carefully for a Line Item stating "Advance Pay". The Advance Pay Line Item will be up to ten dollars (\$10.00) per billing cycle. Each billing cycle, the amount represented in your Advance Pay Line Item will be added to your Advance Pay Fund when the invoice amount is paid by you. Once your Advance Pay Fund balance reaches the amount of your next invoice, the Advance Pay Fund balance will automatically be applied to that particular invoice, thus allowing you to "skip" payment for that

invoice. The remainder of your Advance Pay Fund balance (if any) will stay in the Advance Pay Fund, and will continue to accumulate until the balance reaches that of your invoice, at which time payment will be made from your Advance Pay Fund, and the cycle will repeat itself. The Advance Pay line item is included in your invoice balance and does not change your obligation to pay that balance in full, including the Advance Pay line item. If you do not pay your balance in full, you may be subject to additional late fees and penalties. No interest shall accrue on the Advance Pay Fund.

### **8. Use of the Service**

Your use of the Service must comply with these Terms of Service and all applicable laws and regulatory requirements. Without limitation, you may not directly or indirectly: (a) use the Service: (i) for any purpose that would constitute a criminal offence, give rise to civil liability, or otherwise violate any applicable local, provincial, federal or international law, or for the purposes of encouraging or assisting others to do any of the foregoing; (ii) to make prank, harassing, threatening, annoying, abusive or offensive calls or other communications; (iii) to invade another person's privacy or collect or store personal data about other users of the Service; (iv) to stalk or otherwise harass another; (v) to harm minors; (vi) to unlawfully use, transmit, disseminate or otherwise make available content that is unlawful, threatening, abusive, libelous, slanderous, defamatory or otherwise offensive; (vii) to unlawfully promote or incite hatred; or (viii) to transmit, disseminate or otherwise make available information protected by copyright, or other proprietary or contractual right, or related derivative works, without obtaining prior permission of the copyright owner or rights holder; (b) resell or transfer the Service to any other person for any purpose or receive, directly or indirectly, any charge or benefit for the use of the Service, without express written permission from NECC. If you find that your Service has been or is being fraudulently used, you must immediately notify NECC and provide NECC with the documentation and information it may request (including affidavits and police reports). Until you so notify NECC, you will remain responsible for all charges made to your account. You agree to cooperate with NECC in any fraud investigation and to use any fraud prevention measures NECC prescribes. Failure to provide reasonable cooperation will result in your liability for all fraudulent usage. To protect against unauthorized use, calling card accounts billing more than \$100 per billing cycle may be subject to interruption of service, unless prior arrangements have been made with NECC at 1-866-300-2610.

### **9. Confidentiality of Customer Information**

Unless you provide express consent or disclosure is pursuant to a legal power, all information kept by NECC and its affiliates regarding you other than your name, address and listed telephone number, is confidential and may not be disclosed by NECC to anyone other than: (i) you or a person who, in NECC's reasonable judgment, is seeking the information as your agent; (ii) 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; (iii) a company involved in supplying you with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; (iv) an agent retained by NECC to evaluate your credit worthiness, provided the information is required for and is used only for that purpose; (v) or to a public authority or agent of a public authority, if in the reasonable judgment of NECC, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information. Express consent may be taken to be given by you where you provide: (a) written consent; (b) oral confirmation by an independent third party; (c) electronic confirmation through the use of a toll-free number; or (d) consent through other methods as long as an objective documented record of your consent is created by you or an independent third party.

### **10. General Limitation of Liability**

NECC is not liable for any deficiency in performance caused in whole or in part by act or omission of an underlying carrier or service provider, dealer, equipment or facility supplier, by unavailability or discontinuation of services to NECC or to other services utilized by NECC, by network problems, lack of connections or network problems, equipment failure or incidents in the course of upgrade or modification, Acts of God, strikes, fire, terrorism, war, riot, emergency, government actions, equipment or facility unavailability or relocation, or causes beyond NECC's reasonable control, including without limitation the failure of an incoming or outgoing call, failure of 9-1-1 service or location services, priority access or secured call service. EVEN IF NECC HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, NECC WILL NOT BE LIABLE TO YOU OR ANY OF YOUR EMPLOYEES, AGENTS, CUSTOMERS OR ANY THIRD PARTIES FOR ANY DAMAGES ARISING FROM USE OF THE SERVICE OR OTHER SERVICES, INCLUDING, WITHOUT LIMITATION: INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR MULTIPLE DAMAGES; LOSS OF PRIVACY OR SECURITY DAMAGES; INTELLECTUAL PROPERTY DAMAGES; OR ANY DAMAGES WHATSOEVER RESULTING FROM INTERRUPTION OR FAILURE OF SERVICE; LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS DUE TO UNAUTHORIZED ACCESS, COST OF REPLACEMENT PRODUCTS AND/OR SERVICES, SUSPENSION OR TERMINATION OF SERVICES OR YOUR INABILITY TO USE THE SERVICE, THE CONTENT OF ANY MESSAGE OR COMMUNICATION TRANSMITTED TO OR RECEIVED BY YOU; OR LOSSES RESULTING FROM PURCHASE OF GOODS OR SERVICES THROUGH USE OF NECC'S SERVICE OR TRANSACTIONS ENTERED INTO THROUGH USE OF THE SERVICE. THE MAXIMUM AGGREGATE LIABILITY OF NECC TO YOU, AND THE EXCLUSIVE REMEDY IN CONNECTION WITH THESE TERMS OF SERVICE FOR ANY AND ALL DAMAGES, INJURY, LOSSES ARISING FROM ANY AND ALL CLAIMS AND/OR CAUSES OF ACTION RELATED TO THE SERVICE SHALL BE A REFUND OR REBATE OF THE PRORATED PERIODIC OR OTHER SERVICE CHARGES YOU HAVE PAID OR OWE FOR THE APPLICABLE SERVICE. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS WILL NOT ENLARGE OR EXTEND THIS LIMITATION OF MONEY DAMAGES.

**ANY DISPUTE OR CLAIM BETWEEN YOU, ANY MEMBER OF YOUR HOUSEHOLD OR ANY GUEST OR EMPLOYEE OF YOU AND US ARISING OUT OF OR RELATING TO THE SERVICE OR DEVICE WILL BE RESOLVED BY ARBITRATION TO BE HELD IN THE PROVINCE IN WHICH YOU LIVE. THE ARBITRATOR'S DECISION WILL FOLLOW THE PLAIN MEANING OF THE RELEVANT DOCUMENTS, AND WILL BE FINAL AND BINDING. WITHOUT LIMITING THE FOREGOING, THE PARTIES AGREE THAT NO ARBITRATOR HAS THE AUTHORITY TO: (I) AWARD RELIEF IN EXCESS OF WHAT THIS AGREEMENT PROVIDES; OR (II) AWARD PUNITIVE OR EXEMPLARY DAMAGES. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF, REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY. ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. ALL CLAIMS SHALL BE ARBITRATED INDIVIDUALLY. YOU SHALL NOT BRING, OR JOIN ANY CLASS ACTION OF ANY KIND IN COURT OR IN ARBITRATION OR SEEK TO CONSOLIDATE OR BRING PREVIOUSLY CONSOLIDATED CLAIMS IN ARBITRATION. THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL.**

### **11. Customer Complaints**

You may report any customer complaints to NECC by calling 1-866-300-2610.

### **12. Governing Law**

These Terms of Service are governed exclusively by the laws of the province in which your service address is located.

### **13. General Provisions**

These Terms of Service, together with NECC's published Service rates, NECC's invoice terms and any guides or manuals that NECC may provide to you regarding your Service, all as amended from time to time, constitute the entire written agreement between you and NECC for the Service and supersede all prior agreements, written or oral. Any provision of these Terms of Service that is unenforceable at law will be ineffective to the extent of such enforceability without invalidating the remaining provisions of the Terms of Service. No failure by NECC to exercise any right under these Terms of Service will constitute a waiver of any provision of these Terms of Service. These Terms of Service inure to the benefit of and are binding on you and your heirs and legal personal representatives. You may not assign or transfer these Terms of Service. We may assign or transfer these Terms of Service or any of our rights or obligations hereunder and these Terms of Service inure to the benefit of and are binding on our successors and assigns.

Revised as of January 4, 2010