



The following terms and conditions apply to Comwave Networks Inc. (“Comwave”) provision of telephony services (the “Services”) and sets out the basic rights, obligations and limitations of Comwave to its Subscribers (the “Subscriber”). All of the terms and conditions contained herein (hereinafter referred to as “Terms”) bind both Comwave and the Subscriber and are subject to change from time to time at the sole discretion of Comwave, without any prior notice to the Subscriber. “Subscriber”, “Customer” and “You” are used interchangeably herein.

General

This is our agreement with you, the Subscriber. You agree not to use our Service for an illegal purpose, violating any law, making annoying or offensive calls, or interfering with other Subscribers’ Service. You further agree not to resell, transfer, or share your service.

1.0 Emergency Services- 9-1-1 Dialing through VoIP (Voice Over IP) services

1.01 Non-Availability of Traditional 9-1-1 or E9-1-1 Dialing Service.

Comwave offers on its VoIP service a form of 9-1-1 Dialing service (9-1-1 Dialing) that is similar to traditional 9-1-1 (9-1-1) service but has some important differences and limitations when compared with enhanced 9-1-1 Dialing service (E9-1-1) available in most locations in conjunction with traditional telephone service. With both traditional 9-1-1 and E9-1-1 Dialing service, your call is sent directly to the nearest emergency response center. In addition, with E9-1-1 Dialing service, your call back number and address are visible to the emergency response center call-taker. With Home Phone’s 9-1-1 Dialing service, your call is sent to a national emergency call center. The call center operator will confirm your location information and then transfer your 9-1-1 call to the emergency response center nearest your location. You should be prepared to confirm your address and call-back number since the operator may not have that information. Do not hang up unless told directly to do so and if disconnected, you should dial 9-1-1 again.

1.02 Registration of Physical Location Required

You should ensure your location information, when registered with Comwave, is kept current at all times. In case you are not able to speak during the 9-1-1 call, the call-taker would dispatch emergency response vehicles to your last registered address. You need to update your 9-1-1 Dialing information if you move your device to a different location and if you add a new line to your account. To update or verify your 9-1-1 Dialing information you will need to log into the 9-1-1 section of the My Account web portal at the Comwave website. Your 9-1-1 Dialing service is activated when you subscribe to Comwave VoIP service.

1.03 Service Outages

9-1-1 Dialing service will not function in the event of a power or broadband outage or if your broadband, ISP or VoIP service is suspended or terminated. Following a power failure or disruption, you may need to reset or reconfigure your Telephone Adapter prior to utilizing the service, including 9-1-1 Dialing.

1.04 Re-Registration Required if You Change Your Number or Add or Port New Numbers

You must update and verify online at the my account web portal your location of use for each changed, newly added or newly ported number in order for 9-1-1 Dialing to function correctly.

1.05 Network Congestion; Reduced Speed for Routing or Answering 9-1-1 Dialing Calls

There may be a greater possibility of network congestion and/or reduced speed in the routing of a 9-1-1 call made utilizing the Service as compared to traditional 9-1-1 Dialing over traditional public telephone networks.

1.06 Conveying Limitations to Other Household Residents and Guests

You should inform any household residents, guests and other persons who may be present at the physical location where you utilize the Comwave VoIP service of the important differences in and limitations of VoIP 9-1-1 Dialing service as compared with E9-1-1 Dialing service, as set out above.

1.07 Disclaimer of Liability and Indemnification

We do not have any control over whether, or the manner in which, calls using our 9-1-1 Dialing service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 9-1-1 calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither Comwave nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 9-1-1 Dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless Comwave, its officers, directors, employees, affiliates and agents and any other service

provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, legal fees and expenses) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 9-1-1 Dialing, incorrectly routed 9-1-1 Dialing calls, and/or the inability of any user of the Service to be able to use 9-1-1 Dialing or access emergency service personnel.

1.08 Alternate 9-1-1 Arrangements

If you are not comfortable with the limitations of the 9-1-1 Dialing service, you should consider having an alternate means of accessing traditional 9-1-1 or E9-1-1 Dialing services or terminating the Service.

2.0 Service

2.01 Types of Services

The Terms contained herein apply to all the Services which the Subscriber may subscribe from Comwave, including, for: (i) fixed fee, bundled minutes and unlimited long distance calling plans for residential, home and small business purposes in those destinations designated by Comwave from time to time from a designated telephone number (collectively, the “Unlimited Programs” or individually an “Unlimited Program”); (ii) pay for use regular long distance calling plans to countries designated by Comwave from time to time other than those countries which the Subscriber has already subscribed for as part of the Unlimited Programs (the “Standard Program “); (iii) Internet Voice Over IP local phone service (Home Phone); (iv) television and media streaming services including. The Subscriber may use the Services provided that the Subscriber does so in compliance with all applicable laws and the terms herein. The Subscriber acknowledges that he/she is the person authorized to subscribe for the Services. The Services may only be used by the Subscriber and all persons having the Subscriber’s permission to use the Services. Telecommunication services may only be used to place phone calls and not to be used for data transmission without express written consent from Comwave. Calls to other destinations will be billed monthly at rates determined by Comwave from time-to-time and available on our website.

2.02 Charges, Billing and Payment

The Subscriber is responsible for paying all charges, plus all applicable taxes and fees, for the Services subscribed from Comwave. NSF and all refused payments shall incur a \$25 administrative fee per occurrence. Credit card charge-backs will incur a \$50 administration fee. Comwave reserves the right to charge a \$50 administration fee for all accounts remitted to collection. Once the account is placed with a collection agency a 2% per month interest (24% Annum) will be applied to the overall outstanding balance until such time that the balance is cleared. Due to billing software limitations any reference to Tax 1 or T1 outside of Ontario Canada, is in fact an additional service charge and not a government tax. In Ontario Canada, T1 is Provincial sales tax. If you have received equipment or software from Comwave for the purpose of providing you Comwave Services, (VoIP, Internet, TV etc.) you will be billed for these devices. These devices are typically, but not limited to, modems, VoIP telephone adapters,

routers, and television set-top boxes. Comwave shall adjust rates, packages and price plans annually for inflation.

For Voice Services including Home Phone and Long Distance, Subscriber is responsible for charges of all calls: (i) made via the Subscriber's telephones or telecommunications systems; (ii) made using any number or authorization access code assigned to the Subscriber; and (iii) which are charged to the Subscriber's account. Calls to Toll Free numbers will be billed at our North American long-distance rate. The Subscriber is responsible for the security of the Subscriber's authorization codes, PIN, and access to the Subscriber's telephones and telecommunications systems. Calls to mobile phones in some overseas destinations are billed at higher rates. Rates are listed on our website. Your rates may be different based on your package. Each long-distance call will incur a \$.07 call setup fee. Long distance charges on your bill will already include an additional currency exchange rate to the US dollar which is subject to change based on market conditions. The current exchange rate is \$1.55 CAD.

2.03 Charges will commence as of the Activation Date of the Service(s)

The Subscriber must pay for the charges of Services either by credit card by providing Comwave with the Subscriber's credit card number upon subscribing for the Service or by Pre-Authorized cheque payment by providing Comwave with the appropriate banking information. The Subscriber authorizes Comwave to make such charges against such credit card or bank account to satisfy all charges for the Services. Comwave will charge the Subscriber's credit card or bank account for charges for the Unlimited Program or any other package in advance commencing on the date of activation of the Services (pro rata for the remaining days in such month) and thereafter, an amount equal to 1 month payment for all packages purchased by the Subscriber will be taken from the Subscriber's credit card during the period from the first day of the month of service until the last day of the month of service, on a monthly basis or as stipulated by Comwave. Payment for Standard Services shall be made on the first day of each month for the Standard Services used in the preceding month. Comwave at its sole discretion may elect to change billing dates. Call increments may vary depending on destination and length of call. The Subscriber must bring payment inquiries and disputes to Comwave's attention within 10 days after the charge for the Services have been paid or the Subscriber will be deemed to have accepted such charges as accurate in all respects. The Subscriber also agrees to make all payments by pre-authorized credit card payment with the card number given to Comwave during the activation process unless the Subscriber has enrolled for billing services in which case payment is due upon receipt of invoice. All security deposits will be used to pay the oldest outstanding charges. Quebec residents shall be entitled to interest at the Bank of Canada discount rate for any unused amounts returned.

2.04 Credit and Security Deposits

Comwave reserves the right to examine the Subscriber's credit record before activating the Services. Should Comwave at any time consider a prepaid credit deposit to be insufficient, a further credit deposit may be required before it provides, continues, or reinstates the Services to

the Subscriber. Comwave will determine, at its discretion, how the Subscriber's deposit or other security will be allocated to satisfy outstanding amounts owed by the Subscriber to Comwave. By subscribing to the Services, the Subscriber authorizes Comwave to investigate the Subscriber's credit worthiness, exchange credit information with credit reporting agencies on an ongoing basis and agrees from time to time, to provide appropriate authorizations and financial information as Comwave may reasonably request for this purpose. All deposits or other prepayments made by the Subscriber in connection with the Services will earn no interest.

You may be asked to pay a refundable security deposit (SD) for any equipment provided to you for the use of the Services. The SD amount is dependent on the equipment that is provided to you. SD refunds will be issued upon termination of Services in accordance to this agreement.

2.05 Contract Term

Comwave services are sold on the following basis and will be subject to the Early Cancellation Fee (ECF) detailed in section 2.09.

(a) VoIP, Internet & Television Term Contracts: ECF will apply on all contracts (1-year, 2 year, and 3-year etc). The contract term length can be identified by the Subscriber on the invoice for services with a 1YR, 2YR, or 3YR designation. Subscriber may change plans throughout the term but may be required to pay a fee to compensate for promotions received by the Subscriber who would have otherwise not received them.

(b) No Contract: The Subscriber may cancel service with 30 days' notice without ECF. Comwave may increase rates at any time by providing the Subscriber with 30 days notification.

(c) Pre-paid VoIP: This service is sold as a bundle that includes service for a specific period of time (Eg. \$150 paid in advance, for 12 months of local phone service). Unless specifically advised by the Subscriber prior to the anniversary date, on each activation anniversary, VoIP Pre-Paid is automatically renewed and the Subscriber will be charged once again. Except as specifically prohibited by law, there are no refunds for any unused months for pre-paid service.

(d) Long Distance Service Contracts: Term contracts are subject to ECF.

2.06 Comwave's Right to Refuse to Provide Services

(a) The Subscriber owes amounts to Comwave that are past due and any security deposits are insufficient to satisfy outstanding balances;

(b) The Subscriber does not provide a security deposit or satisfy alternate security measures when requested by Comwave;

(c) Comwave has terminated the Services to the Subscriber in the past; and

(d) Comwave does not provide the requested Services to the country(s) desired by the Subscriber.

2.07 Services Interruption

(a) Comwave may interrupt the Services to the Subscriber at any time for any duration of time, without any notice or liability, in order to install, inspect, repair, replace or to perform necessary maintenance on the telecommunications equipment, facilities or network, or for other technical reasons as may be required. Services outages may happen from time-to-time and Comwave will endeavor to restore Services as soon as possible but no later than thirty days for the same trouble ticket. Unless Comwave is unable to correct the service disruption within a reasonable time, Service outages and disruptions are not cause for termination of Services by the Subscriber without incurring early termination fees.

(b) You may find the need to contact our Subscriber Service department. You agree to accept all costs associated with contacting our representatives. We do not accept collect calls. Comwave service is provided to the Subscriber on a best-efforts basis. The Subscriber acknowledges that Home Phone VoIP service requires high-speed Internet connectivity. Poor or lack of Internet connectivity, power failure, VoIP blocking, computer viruses and the like (Connectivity Issues) will cause service interruption and or failure of the service to function. It is the responsibility of the Subscriber to remedy these Connectivity Issues.

(c) Comwave is not liable for:

(i) any disruption or unavailability of the Services;

(ii) any act or omission of any third party (including any other local telephone company, any connecting carrier or underlying carrier or other provider of connections, facilities, or Services);

(iii) the Subscriber's conduct, acts or omissions, or the operation or failure of the Subscriber's equipment or facilities;(iv) any event beyond the reasonable control of Comwave including acts of God, inclement weather including lightning, labour disputes, riots or civil disputes, war or armed conflict, any law, governmental order, decision or regulation, or order of any court of competent jurisdiction; and (v) its failure, for any reason, to activate the Services on the activation date Subscriber requested (vi) any charges by third parties including other telephone companies or wireless carriers for services they may have rendered in lieu of Comwave service.

(d) The Subscriber agrees to indemnify and hold harmless Comwave against all claims, including fees and expenses of counsel, resulting from the Subscriber's use (or the use by others with the Subscriber's explicit or implicit consent) of the Services, the Subscriber's codes, facilities or equipment, which cause direct or indirect damage or harm to another party or to the property of another.

2.08 Suspension or Termination of Services by Comwave

(a) Without incurring any liability whatsoever, Comwave may suspend or terminate any or all of the Services for any reason whatsoever, including, without limitation, where the Subscriber:

(i) fails to pay an account that is past due, or Subscriber provides payment by cheque or credit

card which is not honoured by Subscriber's bank and any security deposits are insufficient to satisfy outstanding balances

(ii) fails to provide interim payments when requested by Comwave;

(iii) fails to provide or maintain a reasonable deposit or alternate security when requested to do so by Comwave;

(iv) fails to meet Comwave's credit requirements, or becomes bankrupt or otherwise insolvent;

(v) fails to comply with the terms of a deferred payment or credit agreement with Comwave;

(vi) violates any provision of these Terms;

(vii) uses or permits others to use the Services for a purpose or in a manner that is contrary to law; or for the purpose of making harassing, threatening, abusive, annoying or offensive calls;

(viii) charges or allows others to charge any other person for the use of the Services without Comwave's prior written agreement;

(ix) harasses, threatens or otherwise acts unreasonably towards Comwave, its employees or agents, in relation to the Services;

(x) alters or otherwise interferes with Comwave's facilities or equipment, or fails to replace or modify equipment or facilities which may harm, damage, interfere or pose a danger to others, the Services, or Comwave's equipment, facilities or network; or

(xi) fails to provide payment for other accounts with Comwave, including amounts owed by the Subscriber as a guarantor for the account of another;

(xii) uses or permits others to use the Services for resell;

(xiii) abuses the network with excessive usage as may be determined by Comwave. Excessive usage shall be determined solely by Comwave pursuant to our Fair Usage Policy listed herein.

(xiv) uses or permits others to use the service for commercial or business use.

(b) A suspension or termination will not affect the Subscriber's obligation to pay any amounts owed to Comwave either during or after the suspension or termination. If termination occurs during a contract period, the Subscriber will be charged for all usage plus the contract obligations. In some jurisdictions where early termination is an option, Comwave will charge the Subscriber termination charges pursuant to 2.09 (d). Should reactivation of services be required, Comwave will levy a reconnection fee of \$25.

(c) Where the Services are cancelled, either by the Subscriber or by Comwave as provided herein, and there is an undisputed credit balance on the Subscriber's account, the Subscriber may

require that it be refunded to the Subscriber and Comwave reserves the right to charge a reasonable processing fee in connection with issuing refunds.

2.09 Subscriber's Right to Terminate Services and Early Cancellation

(a) Term Contracts: Except as prohibited by law in your jurisdiction, all Comwave Contracts renew automatically upon their expiration (the Initial Term) for an additional term equal to the Initial Term, unless specifically advised otherwise by the Subscriber thirty days before automatic renewal on the activation anniversary date. The Subscriber is responsible for early cancellation fees (ECF) of their contract period. ECF shall be calculated by multiplying the number of months remaining on the contract by the monthly fees associated with the Services in the contract up to \$200 for each Service. The contract start date for all Services shall be the date the Comwave provided equipment is registered on the Comwave network and billing has commenced; for long distance users the date is from the date of subscription to Comwave. In order to prevent the Contract from renewing automatically; the Subscriber must contact Comwave by telephone and request cancellation at least thirty days prior to the expiration date. Third-party termination requests will not be accepted.

(b) No-Contract: Subscribers enrolled in a month-to-month package shall only be liable for the charges used up to one month after their cancellation date. In addition the Subscriber will be responsible for all charges for the Standard Service incurred up to the effective cancellation date. The Subscriber must formally and personally request cancellation at least thirty days prior to the expiration date. Third party termination requests are not approved.

(c) The Subscriber acknowledges that Comwave Services are provided on a best-efforts basis and lack of service or poor quality is not grounds for contract termination. Subscriber must allow Comwave reasonable time to diagnose and correct any problems that have been reported and documented by the Subscriber to Comwave. If the problem cannot be corrected within thirty-days of the initial report by the Subscriber, the Subscriber may elect to terminate his contract without penalty or liability providing Comwave with written notice of his intent to cancel. Where Comwave has determined that the problem is not the fault of Comwave but rather with the Subscriber, his equipment, Internet, phone lines, connectivity and the like, then ECF shall apply.

(d) Some Subscribers may be eligible for early termination based on their jurisdiction (Eg Quebec), upon termination Comwave will charge the Subscriber all economic inducement that was provided to the Subscriber in return for accepting a long term agreement cancelled early. Comwave Home Phone has an economic inducement of \$170; Internet \$150, and Long Distance \$25. Bundles are added together.

(e) Sometimes Comwave may elect to show Home Phone on an invoice at no charge, as part of a bundle. For the purpose of calculating the early termination fee, the monthly fee for Home Phone is deemed to be \$15 per month. By way of example, ECF for a Home Phone billed at \$0 would be \$15 times the number of months remaining.

2.10 Telephone Number Portability

You agree throughout the term of your Comwave Services, and provide Comwave with express consent herein to transfer your phone number to;

(a) Comwave's preferred carrier partners and vendors as may be required from time-to-time without further consent by you,

(b) transfer your phone number to Comwave upon request by you,

(c) transfer your phone number from Comwave to an alternate carrier of your choosing upon request by you.

2.11 International Boundaries & Rate Variations

Calls to some countries may have higher rates due to international boundary and sovereignty disputes. Examples are territories such as Kashmir India, West Bank Israel, & Gaza Israel to name a few. Rates will be determined based on the area code being dialed and not the Country label. Call Comwave if you are unsure.

2.12 Transferring your long distance to Comwave

If you are a local line Subscriber of another phone company, you may switch to Comwave long distance services. Switching takes a few business days (Migration) after you have provided Comwave with consent. During the migration, you will continue to receive charges from your current long distance provider until the migration is complete and services have been successfully switched to Comwave. Comwave shall not be held liable for any long distance charges incurred by you before the migration is complete.

3.0 Changes, and Modifications of the Services

Without incurring liability, Comwave may at any time and without notice to the Subscriber change, modify or terminate the Services, in whole or in part (including the rates or charges). In the event of any such change or modification, the Subscriber may terminate without liability within 30 days of such change after which it is deemed that Subscriber accepted the change and will be responsible for paying all charges incurred for the use of the Services despite the change or modification, both before and after the date thereof.

For plans that include free calling to a specific country or groups of countries; Comwave may at any time remove certain countries from the calling plan as may be required from time-to-time due to; economic conditions, regulatory, international turmoil, call termination issues, or an increase in the international call termination rates associated to a destination. If the calling plan includes only one country or service that is being removed by Comwave, Subscriber may terminate the agreement without further liability. If the calling plan includes several countries or services, E.g. Comwave Home Phone Global, the Subscriber shall remain obligated to the Contract.

3.01 Subscriber Confidentiality and Privacy

Before you begin to use our services, you will be asked to register to become a member. To complete the registration, you will need to give us some information about yourself including but not limited to your name, Email address, zip code, postal code, age, and occupation. Comwave is collecting this information and we retain ownership of it.

3.02 Use of Information

Unless prohibited by law in your jurisdiction, Comwave believes that knowing more about you will enable us to serve you better. It allows us to communicate with you about your service, news and promotions and to personalize the content and services we offer you. Information that you provide to Comwave is kept confidential. Your information is for the use of Comwave and its subsidiaries. It is not shared with any other third party.

3.02.1 Apps & Mobile Devices

Comwave Apps send us your unique device serial or identification numbers so that we can keep track of how many times the App is being installed and on which devices. For Apple Inc., we use the UDID and for Android we use IMEI.

3.03 Rate Changes

Comwave reserves the unilateral right to change, modify, increase, decrease, or add surcharges, connection fees as may be required from time to time.

3.04 Promotions

Comwave may at its sole discretion promote Comwave services from time to time through a variety of media channels. This may include free services for a specific period of time (promotional period). After the promotional period the Subscriber will be billed for services automatically. The Subscriber must call Comwave before the promotional period has elapsed and request to cancel future service. All cancellations must be verbal with Comwave Customer Service. With respect to free trial periods for Subscribers on a contract term, the free period is deemed a bonus period and added to the contract term. For clarity, Subscribers who sign up to a 1-year term and are rewarded with 6 Free Bonus Months; the free months are added on top of the 12-month term for a total of 18 months. Therefore 6 months are free and 12 months are billable.

6 Months Free Promotion applies to 3-year contracts on eligible plans. The first 3 months will be free and the last 3 months of the contract will be free. Activation and shipping fee applies based on the Services activated and equipment shipped. If you downgrade your plan during your contract period, a downgrade fee will apply equal to the value of the free months.

3.05 Home Phone Usage

Comwave manages its phone-line network to ensure reliable delivery of services to its customers. [Comwave's home phone service is for normal residential use and may not be used for any commercial use whatsoever.](#) Comwave reserves the right to investigate whether a residential

phone plan is being abused for a commercial purpose and if so, Comwave may choose to terminate the agreement and to suggest a more suitable plan to meet the customer's needs.

3.06 Equipment Returns

Some Comwave services like Home Phone, Internet & television require equipment to be shipped (Telephone Adapters, modems, routers, set-top boxes) from Comwave to the Subscriber for use with the service. The following terms apply to Equipment Returns where applicable:

- (a) All equipment must be returned to Comwave at the Subscribers' expense. Comwave will not accept collect packages or pay to have packages picked up. All returned equipment must be returned to Comwave in like-new re-salable condition in its original packaging. Missing or damaged components will be billable. Except for warranty replacement, a \$25 restocking fee shall apply to each device.
- (b) Replacement: If the equipment is deemed defective by Comwave, and new equipment is shipped to the Subscriber, the Subscriber is responsible at his own expense for the safe return of the defective unit to Comwave in good physical condition at the address indicated by Comwave representatives. All returned equipment must be accompanied with a note inside the packaging with the RA number (Return Authorization). Equipment without an RA will not be processed by Comwave.
- (c) Cancellation: Upon cancellation of Comwave services, the Subscriber is responsible at his own expense for the safe return of the equipment to Comwave in re-sellable condition at the address indicated by Comwave representatives. All returned equipment must be accompanied with a note inside the packaging with the RA number (Return Authorization). If applicable, Comwave will issue the refund for any equipment security deposits paid within six weeks from the equipment return date (Date in which the equipment arrived at the Comwave warehouse and a proof of delivery by signature can be established). Equipment without an RA will not be processed by Comwave.
- (d) During a Promotional Trial period where equipment is required by the Subscriber and Comwave has provided such equipment to be used with the service at no cost (Trial Equipment); Subscriber must return the Trial Equipment with an RA within 30 days after the expiration of the Promotional Period. After the Trial Period the Subscriber is deemed to have accepted the Trial Equipment, and contract obligations. Early cancellation or default of the contract by the Subscriber will result in ECF (Early Cancellation Fees) as listed herein.
- (e) Home Phone Pre-paid may only be returned for refund within 30 days from the date of purchase and must have less than 15 minutes of usage. Returns are subject to a \$25 restocking fee.
- (f) With respect to paragraphs a, b, c, d, and e above; equipment returned in less than perfect condition, will be charged a \$25 fee per item for refurbishing. All equipment that is not returned to Comwave within 30 days from the cancellation date will incur a \$95 fee per item with the exception of our Premium modems which are \$150. Equipment returns will not be accepted after

30 days. Comwave reserves the unilateral right to issue partial refunds when equipment is missing items such as cables, power supplies, manuals, packaging etc. Returns cannot be processed without an RA number from Comwave.

3.07 Equipment Warranty

Unless an Extended Warranty is purchased, all equipment that you receive from Comwave carries a one (1) year manufacturer's warranty. Extended Warranty coverage commences 30 days after purchase of the warranty.

3.08 Telephone numbers

If you were assigned a telephone number from Comwave, this number may at Comwave sole and absolute discretion and subject to applicable law be assigned to another Subscriber. Transferring phone numbers to Comwave (LNP) is possible only in Comwave serving territory. If you decide to transfer your existing phone number to Comwave from another telephone provider it is possible that your service will be interrupted in certain circumstances while the transfer is in process. Specific LNP instructions are listed in the LNP web page under "My Account". To transfer any number to another company (Reverse LNP) you will incur an administration fee of \$50 per number.

3.09 No Directory Listing

Comwave does not automatically provide directory listings. Directory listings may be available in select serving areas and by request only.

3.10 Resolutions

The Comwave Subscriber service department is here to assist you and managers are on duty for escalations if you feel that your concerns have not been handled to your satisfaction. We also endeavor to record and archive phone calls for quality and training and in the event that you request a copy of any verbal agreements. Upon written request, we can provide you archived call recordings for dispute resolution. However in the event the dispute resolution is in Comwave's favor, a \$25 fee per recording will apply.

3.11 Account Investigations

Whenever it is necessary for Comwave to retrieve information or documents, or to have others retrieve information or documents, relating to your account (including such things as call recordings and call logs) as a result of a complaint or request that is initiated directly or indirectly by you or on your behalf, Comwave may charge you a fee of \$175, which Comwave may choose to waive depending on the information or documents retrieved.

3.12 PIC Long Distance Phone Charges When You Switch Local Phone Companies

If Comwave is your Primary Interexchange Carrier “PIC” (your long distance provider on your phone line) and you switch local phone companies, your PIC long distance services with Comwave will cease automatically and you will be billed by your local phone company for all long distance calls. If you have not called Comwave to cancel long distance service, Comwave will make reasonable efforts to restore your long distance service back to Comwave when possible. Notwithstanding, under no circumstances will Comwave be held liable for long distance charges from any other phone companies due to error or omissions by Comwave.

3.13 Communication with Comwave

Customer agrees and accepts that all Comwave communication will be done electronically either through the Comwave secure web portal or email. Customer must ensure they have access to the Comwave portal and check it at least monthly. If you elect to receive your invoices by traditional mail; your notices and other Comwave Communication will still be delivered to you electronically as described in this paragraph.

4.0 Service Incompatibility

Home Security Systems: The VoIP service may not be compatible with home security systems. You may be required to maintain a telephone connection through your local exchange carrier in order to use any alarm monitoring functions for any security system installed in your home or business. You are responsible for contacting the alarm monitoring company to test the compatibility of any alarm monitoring or security system with your VoIP service.

Fax Machines: The VoIP service can work with most fax machines, however due to various machine configurations, Internet connectivity and bandwidth fluctuations, faxing using your fax machine and your VoIP service is provided on a best-efforts basis and Comwave assumes no liability whatsoever and provides no guarantee that faxing will work.

Relocating & International Destinations: Some countries block Voice Over IP (VoIP) services and your Comwave VoIP service may not work if you relocate it to a country that blocks VoIP service. Comwave assumes no liability due to blocked VoIP traffic.

The Home Phone dial tone comes out of “line 1” and “line 2” on the back of the Telephone Adapter. In most cases you will connect a telephone to the back of the Telephone Adapter. You can also however connect the Telephone Adapter “line 1” or “line 2” to any available telephone jack in the home. This setup MIGHT work and is not supported by Comwave Technical Support department because of the many variables.

4.01 Rate Guarantee

Comwave will match or beat any advertised long distance rate for like services. The Subscriber must contact Comwave to notify Comwave of the competitor rate and Comwave shall confirm such, prior to adjusting the Subscriber’s rate. The rate guarantee does not apply to pre-paid calling cards, bundled minute plans and select regions of the world including occupied territories and disputed lands.

4.02 General Terms

(a) **Enurement/Assignment:** These Terms are binding upon and shall ensure to the benefit of the parties and their respective successors, heirs, executors, administrators, personal representatives and permitted assigns; provided, however, that the Subscriber shall not assign or transfer its rights or obligations under these Terms without the prior written consent of Comwave.

(b) **Notices:** Notices shall be in writing and delivered by personal delivery or certified or registered mail to the last address provided by the Subscriber.

(c) **Unenforceable Provisions:** If any part of these Terms shall be invalid or not enforceable under applicable law, such part shall be ineffective to the extent of such invalidity or unenforceable part only, without in any way affecting the remaining parts of these Terms.

(d) **Governing Law:** These Terms and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the province of Ontario, and the federal laws of Canada applicable in such province. Each of the parties hereto agrees that the Courts of Ontario shall have exclusive jurisdiction to entertain any action or other legal proceedings based on any provisions of these Terms. Each party hereto does hereby attorn to the jurisdiction of the Courts of the Province of Ontario. Local laws may apply in some jurisdictions.

(e) **Entire Agreement:** These Terms set forth the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all previous discussions, negotiations and agreements.

(f) **French:** The Subscriber confirms that it wishes to have these Terms written in English only. Les parties aux présents confirment leur volonté que la Convention relative aux services de voix soit rédigée en langue anglaise seulement.

ComwaveTV

ComwaveTV is available on Comwave Internet only. You may not cancel Comwave Internet without incurring cancellation fees for ComwaveTV and Internet.

The Service and any equipment are provided to the Customer for personal, non-commercial use ONLY at the location identified in the Service order or contract. You are required to notify Comwave by updating your service in the My Account online at least two weeks before moving so we can verify service availability and update your customer records. The Service may deliver television broadcast programming or on-demand streaming video that some viewers may find objectionable. Comwave is in no way liable for any content delivered. The Customer assumes the full risk and responsibility of employing appropriate parental supervision and discretion concerning what programming is viewed. Any questions or concerns or complaints the Customer may have regarding such content should be addressed to the content provider.

UNDER NO CIRCUMSTANCES WHATSOEVER IS THE CUSTOMER PERMITTED TO RESELL, SHARE, OR OTHERWISE DISTRIBUTE THE SERVICE OR ANY PORTION THEREOF TO ANY THIRD PARTY WITHOUT THE WRITTEN CONSENT OF COMWAVE AND PAYMENT OF APPLICABLE FEES

The Customer acknowledges that by ordering the Service he will be responsible for the use of the Service made by any other person using his equipment and assumes all liability for such use of the Service. The Customer acknowledges their responsibility for all charges arising from the use of the Service or hardware whether or not authorized by the Customer. This includes (without being limited to) pay-per-use, video on demand and/or other fees according to the rate in effect at the time of usage. By using such services, the Customer accepts responsibility for such charges. It is the Customer's responsibility to inform Comwave if the device has been stolen, tampered with or used by unauthorized persons or if the device has been altered in any manner in violation of these Terms and Conditions.

Customer understands that Comwave TV is subject to Canadian Federal regulation and as such the TV Service, packages, and prices may change subject to regulation changes. Comwave may also change or alter its packages and prices to offset costs and terms from content and network providers. Comwave will use reasonable efforts to notify of material changes thirty days prior to implementation.

ComwaveTV requires a set-top box to receive the subscribed channels. Monthly charges will apply for each device.

Internet Service

Service Availability:

You may only subscribe for Internet Service if available in your geographic area. Comwave reserves the right to deem Internet unavailable to you at any time. If such an event occurs Comwave will not charge you applicable fees, provided that you must return all Internet equipment provided by Comwave in its original and proper physical and functional condition within the time specified in this Agreement. A \$9.95 system access fee applies to all internet connections.

Service Speed:

Internet Service is provided on a Best Efforts basis. Comwave does not guarantee the speed of any Internet Service. The speed of Internet Services is dependent on various factors, some of which are not under our control, including the distance of the Subscriber from our network equipment or the usage by other Subscribers in that geographic area. As such we do not guarantee the maximum service performance(i.e. throughput or speed). Internet speed may also be affected by traffic management practices that area applied to the service. To learn more about traffic management practices see [Internet Traffic Management Policies \(ITMP\)](#).

Fair Usage Policy:

Comwave may manage Internet traffic to ensure fair bandwidth delivery to all customers and to ensure the integrity of the Comwave network. This allows Comwave to deliver a consistent and reliable experience to all customers who use services like browsing, downloading, video streaming, file transfers and instant messaging.

Excessive Usage: All Comwave Internet customers must comply with the Comwave's terms and the Acceptable Use Policy. Failure to do so may result in the suspension, restriction or termination of Comwave service. Among other things, the Acceptable Use Policy prohibits customers from using their Comwave service in a manner that restricts or inhibits other users from using or enjoying the Internet, creates an unusually large burden on the network or otherwise generates levels of Internet traffic sufficient to impede other users' ability to transmit or receive information. Excessive use of the Comwave service constitutes a violation of these restrictions.

More than 98% of Comwave customers are not excessive users and therefore do not need to be concerned about a violation.

Acceptable Usage:

The Subscriber undertakes to abide by the acceptable terms of use governing Internet access (see Comwave's Acceptable Use Policy). Comwave may, further to a request from the police and/or a notice sent to the Subscriber, immediately interrupt the Subscriber's internet access should it be of the opinion that the Subscriber has breached its undertakings set out above by engaging in any of the following activities:

- (a) Transmitting or helping to transmit unsolicited emails (spam);
- (b) Transmitting or helping to transmit pyramid emails;
- (c) Uploading or downloading, recovering or storing any information, data or material that could be considered defamatory or obscene, contains hate literature or child pornography, violates or infringes any right, title to, or interest in, intellectual property belonging to a third party; or
- (d) Transmitting or helping to transmit any file or document containing a "worm", "Trojan horse", or any other type of computer virus or other similar element that is destructive in nature or likely to harm or adversely affect a third party.

Additional terms:

You acknowledge and understand that when using home networking and internet service, that there are certain inherent risks (e.g. others may gain access to your system or you Services and Accounts). Unless intentional, Comwave shall not be liable for any claims or damages related to home networking and internet access, even though the service may be provided, installed maintained or supported by Comwave.

Change in Telephone or Cable Service:

If a change in your local service is requested from your local phone or cable company, it is your responsibility to advise us of the changes as this could affect the Services you obtain from us. This notification includes moves, regardless of whether your phone number changes. Any applicable cancellation and/or re-installation charges relating to your services will be charged to your account.

Acceptable Use Policies

The Subscriber is solely responsible for use of the Services by any of its employees, officers, directors, agents and any other end user of the Services (collectively, the “End Users”). The Subscriber agrees to comply, and to ensure that, the End Users comply with the following policies and procedures associated with the use of the Services (the Subscriber and/or End Users are sometimes hereinafter referred to as “you”).

1.0 Rules

While using the Service, you may not:

- (a) post, transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use the Service in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the Service or the Internet;
- (b) post or transmit messages constituting “spam”, which includes but is not limited to unsolicited e-mail messages, inappropriate postings to news groups, false commercial messages, mail bombing or any other abuse of e-mail or news group servers;
- (c) post or transmit any information or software which contains a virus, “cancelbot”, “trojan horse”, “worm” or other harmful or disruptive component;
- (d) upload or download, post, publish, retrieve, transmit, or otherwise reproduce, distribute or provide access to information, software or other material which: (i) is confidential or is protected by copyright or other intellectual property rights, without prior authorization from the rights holder(s); (ii) is defamatory, obscene, child pornography or hate literature; or (iii) constitutes invasion of privacy, appropriation of personality, or unauthorized linking or framing;
- (e) use the Service for an unattended automated operation, including but not limited to point-of-sales applications;
- (f) engage in account sharing, including, without limitation, permitting third parties to use your Service account and password; or
- (g) use the Service for simultaneous sessions using the same User ID and Password.

2.0 Your Equipment

It is your responsibility to ensure that your computer system meets the minimum requirements stated by Comwave as being necessary to use the Service. From time to time, the computer equipment required to access and use the Service may change. Accordingly, your computer equipment may cease to be adequate to access and use the Service.

3.0 You Can Best Control the Risk and Therefore Are Responsible

Comwave will not assume any responsibility for your acts or omission or of any individual who uses your account. An individual with Internet access can cause damage, incur expenses and enter into contractual obligations while on the Internet. All such matters are your responsibility. As between Comwave and you, you are better able to put in place physical and procedural impediments to the inappropriate use of and to supervise your account. Account and password protection will be your responsibility. Any detriment that is caused to the network as a result of a failure to properly secure your computer system may result in the termination of the Service.

4.0 Monitoring

Comwave has no obligation to monitor the Service. However, in order to protect itself and its subscribers, Comwave will be entitled to electronically monitor the Service from time to time and disclose any information concerning the End User required by the Subscriber or that is necessary to satisfy any law, regulation or lawful request or as necessary to operate the Service or to protect itself or others. Comwave will not intentionally monitor or disclose any private e-mail message unless required by law. Comwave reserves the right to refuse to post, or to remove any information or materials, in whole or in part, that it determines, in its sole discretion, are unacceptable, undesirable, or in violation of these policies.

5.0 Content

You acknowledge that some content, products or services available with or through the Service (“Content”) may be offensive or may not comply with applicable laws. You understand that neither Comwave nor any of its affiliates attempt to censor or monitor any Content. You also acknowledge that neither Comwave nor any of its affiliates have any obligation to monitor your use of the Service and, except as provided herein, have no control over such use. Subscriber understands, however, that such Content may be subject to “caching” at intermediate locations on the Internet when being accessed through the Service. You assume total responsibility and risk for access to or use of Content and for your use of the Service and the Internet. Comwave and its affiliates assume no liability whatsoever for any claims or losses arising out of or otherwise relating to your access to or use of Content.

6.0 Privacy

Comwave cannot guarantee privacy. Your messages may be the subject of unauthorized third party interception and review. Comwave therefore recommends that the Service not be used for

the transmission of confidential information. Any such use shall be at your sole risk and Comwave, its affiliates and its agents shall be relieved from all liability in connection therewith.

7.0 E-mail

Sending unsolicited, e-mail messages, including, without limitation, commercial advertising and informational announcements is prohibited. Users will not use another site's mail server to relay mail.

8.0 Usenet

Users shall not post ten (10) or more messages similar in content to Usenet or other newsgroups, forums, e-mail mailing lists or other similar groups or lists. Users will not post any Usenet or other newsgroup, forum, email mailing list or other similar group or list articles which are off-topic according to the charter or other owned-published FAQ or description of the group or list.

9.0 System and Network Security

Users are prohibited from violating any system or network security measures including but not limited to engaging in unauthorized access or use of Comwave's or a third party's network, data or information. Users are unauthorized to monitor Comwave or third party's data, systems or network traffic. Users are prohibited to interfere with service to any user, host or network including without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks. Users are prohibited to forge any TCP-IP packet header or any part of the header information in an e-mail or newsgroup posting.

VIOLATION OF ACCEPTABLE USE POLICY

Comwave considers the above practices to constitute abuse of its service. Therefore, Comwave's terms and conditions of service prohibit these practices. Engaging in one or more of these practices may result in termination or suspension of the offender's account and/or access to Comwave's services in accordance with the Subscriber's agreement with Comwave. Nothing contained in this policy shall be construed to limit Comwave's actions or remedies in any way with respect to any of the foregoing activities. Comwave reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the Comwave service, and levying cancellation charges to cover Comwave's costs. In addition, Comwave reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.

Complaints regarding email, USENET abuse, SPAM, Illegal Use and System or Network Security issues should be sent to security@comwave.net

Internet Traffic Management Policies (ITMP)

Comwave High Speed Internet services are delivered over a network which is shared among Comwave Subscribers. Congestion can occur in any network when many people are using the network at the same time or are engaging in activities that use a large amount of bandwidth. Comwave Internet Traffic Management is designed to ensure that if congestion reaches a certain level the majority of Subscribers continue to have a good Internet experience.

Comwave Internet Traffic Management continuously monitors our network. When Internet traffic is light, all applications run at full speed. When congestion is detected, Comwave Internet Traffic Management assigns higher priority levels to time-sensitive internet traffic like Comwave home and business lines, ComwaveTV, gaming and to ensure that they are not swamped by the traffic of very resource-intensive (but not very time-sensitive) applications like file downloads and peer to peer traffic.

During peak periods, when congestion occurs, downstream peer to peer traffic and similar non real-time applications are regulated to allow for real-time applications such as video streaming, chat, gaming and VOIP the best possible user experience. Traffic that is not prioritized, such as the traffic of resource-intensive applications, is slowed as a result of time-sensitive and priority traffic being prioritized. It is not possible to define the exact impact that Comwave Internet Traffic Management will have on the speed of traffic that is not prioritized, such as the traffic of resource-intensive applications, when congestion occurs.

Under normal circumstances, everything runs at maximum speed. If the network becomes congested, Comwave Internet Traffic Management makes sure that the traffic of time-sensitive and priority activities receives priority over the traffic of non time-sensitive activities in order to maintain a quality Internet experience for all users. Network priority is assigned to the type of Internet traffic and Comwave Internet Traffic Management does not discriminate against any vendor, service provider or website.

Privacy Policy

At Comwave, we are committed to your privacy. This means we do not distribute, rent or sell any of your personal information to third parties except as provided for in this policy or as specifically consented to by you. For example, Comwave may provide your personal information to third-party carriers for the provision of services, for billing and/or collection purposes, etc. All such provision of personal information to third-party providers shall only be done in accordance with the Personal Information Protection and Electronic Documents Act.

Comwave's privacy policy is segregated into ten principles.

- Accountability
- Identifying Purposes
- Consent
- Limiting Collection

- Limiting Use, Disclosure and Retention
- Accuracy
- Safeguards
- Openness
- Individual Access
- Challenging Compliance

Principle #1 – Accountability

Comwave is responsible for personal information under its control and has designated its Privacy Officer as accountable for the company's compliance with the following principles.

- Accountability for Comwave's compliance with the provisions of Comwave's privacy policy rests with the Privacy Office within Comwave, which shall designate one or more persons to be accountable for compliance with the Comwave policy. Other individuals within Comwave may be delegated to act on behalf of designated person(s) or to take responsibility for the day-to-day collection and processing of personal information. The Privacy Office has been created to ensure customers and employees have a designated avenue to answer their privacy-related inquiries.
- Comwave shall make known, upon request, the title of the person or persons designated to oversee Comwave's compliance with this policy.
- Comwave is responsible for personal information in its possession or custody, including information that has been transferred to a third party for processing. Comwave shall use contractual or other means to provide a comparable level of protection while the information is being processed by a third party.
- Comwave shall implement policies and practices to give effect to these principles, including:
 - Implementing procedures to protect personal information;
 - Establishing procedures to receive and respond to complaints and inquiries;
 - Training staff and communicating to staff information about the organization's policies and practices; and
 - Developing information to explain the organization's policies and procedures.

Principle #2 – Identifying Purposes

Where appropriate, Comwave will identify the purposes for which personal information is collected at or before the time the information is collected.

Comwave collects personal information only for the following purposes:

- To provide service(s) and/or products to its customers;
- To establish and maintain responsible commercial relations with customers and to communicate with its customers (which will include, but not be limited to: billing, collection, advertising, promotion and account verification);
- To understand customer needs and preferences;
- To afford promotional or other opportunities to our customers (e.g. contests);
- To meet legal and regulatory requirements; and

To administer and manage its business operations, including personnel and employment matters. Except where the collection of personal information is reasonably necessary in order to carry out the express wishes of the customer or employee, Comwave shall specify orally, electronically or in writing the identified purposes to the customer or employee at or before the time personal information is collected.

Persons collecting personal information will be able to explain to individuals the purposes for which the information is being collected, or will refer the individual to a designated person at Comwave who will explain the purposes.

Unless required by law, Comwave shall not use or disclose personal information for any purpose other than those described above without first identifying and documenting the new purpose and obtaining the consent of the customer, where such consent may not reasonably be implied.

Principle #3 – Consent

The knowledge and consent of the individual are required for the collection, use, or disclosure of personal information, except in certain circumstances as described below:

- In certain circumstances, personal information can be collected, used, or disclosed without the knowledge and consent of the individual. For example, legal, medical or security reasons may make it impossible or impractical to seek consent. When information is being collected for the detection and prevention of fraud or for law enforcement, seeking the consent of the individual might defeat the purpose of collecting the information. Seeking consent may be impossible or inappropriate where there is an emergency threatening the individual's life, health or security, or where the individual is a minor, seriously ill, or

mentally incapacitated. In other instances, information may be publicly available. In addition, organizations that do not have a direct relationship with a customer may not always be able to seek consent. For example, seeking consent may be impractical for a charity or a direct-marketing firm that wishes to acquire a mailing list from another organization. In such cases, the organization providing the list would be expected to obtain consent before disclosing personal information.

- Where appropriate, Comwave will generally seek consent for the use or disclosure of the information at the time of collection. In certain circumstances, consent with respect to use or disclosure may be sought after the information has been collected but before use (for example, when Comwave wants to use information for a purpose other than those identified above).
- In obtaining consent, Comwave will use reasonable efforts to ensure that a customer is advised of the identified purposes for which personal information collected will be used or disclosed.
- The form of consent sought by Comwave may vary, depending upon the circumstances and type of information disclosed. In determining the appropriate form of consent, Comwave shall take into account the sensitivity of the personal information and the reasonable expectations of its customers and employees.
- Comwave will seek consent when the information is likely to be considered sensitive. Implied consent will generally be appropriate where the information is less sensitive. The use of services or products by a customer or the acceptance of employment by an employee will be considered implied consent to collect, use and disclose personal information for all identified purposes.
- An individual may withdraw consent at any time, subject to legal or contractual restrictions and reasonable notice. Comwave will inform the individual of the implications of such withdrawal. In order to withdraw consent, an individual must provide notice to Comwave in writing.
- With respect to personal information already collected by Comwave prior to the publication of this policy, this policy will constitute reasonable notice to Comwave's current customers and employees of the purposes and uses for which such personal information has been collected. Should an individual object to these ongoing uses or disclosures, consent may be withdrawn upon providing notice to Comwave in writing.

Principle #4 – Limiting Collection

The collection of personal information will be limited to that which is necessary for the purposes identified by Comwave. Information will be collected by fair and lawful means.

Comwave collects personal information from its customers and employees for the purposes described under Principle #2. Comwave may also collect personal information from such third

parties as credit bureaus, employers, personal references or other third parties that represent they have the right to disclose the information.

Principle #5 – Limiting Use, Disclosure and Retention

Personal information will not be used or disclosed for purposes other than those for which it was collected, except with the consent of the individual, or as required by law. Personal information will be retained only as long as necessary for the fulfillment of those purposes.

Comwave may collect, use or disclose personal information without the individual's knowledge or consent in certain circumstances as described in Principle #3.1. Comwave may disclose a customer's personal information to:

- Another telecommunications company for the provision of telecommunications services to that customer;
- A company involved in providing communications directory services;
- A company involving in providing billing services;
- A person involved in the development, promotion, marketing or enhancement of Comwave's services;
- A credit collections agency;
- Emergency services in an emergency situation;
- Comwave's agents and affiliates;
- A person who, in the reasonable estimation of Comwave, is an agent of the customer; and
- Any other third party, upon receiving the consent of the customer or as required by law.

Comwave may disclose an employee's personal information in the following circumstances:

- In the administration of that employee's benefits;
- In providing references to prospective employers, upon receiving the consent of the employee; and
- As may be required by law.

Only Comwave's employees with a business need to know, or whose duties reasonably so require, are granted access to personal information about customers. Comwave will retain personal information for only as long as required to fulfill the identified purposes or as required

by law. Personal information that is no longer required to fulfill the identified purposes will be destroyed, erased or made anonymous according to the guidelines and procedures established by Comwave.

Principle #6 – Accuracy

Personal information shall be as accurate, complete and up-to-date as is necessary for the purposes for which it is to be used.

The extent to which personal information will be accurate, complete and up-to-date will depend upon the use of the information, taking into account the interests of the individual. Information will be sufficiently accurate, complete, and up-to-date to minimize the possibility that inappropriate information may be used to make a decision about that individual.

Comwave will update personal information about customers and employees as and when necessary to fulfill the identified purposes or upon notification by the individual.

Principle #7 – Safeguards

Personal information shall be protected by security safeguards appropriate to the sensitivity of the information.

Comwave will protect personal information against loss or theft, as well as unauthorized access, disclosure, copying, use, or modification. The nature of the safeguards will vary depending on the sensitivity of the information that has been collected, the amount, distribution and format of the information, and the method of storage.

Comwave protects all personal information regardless of the format in which it is held. Our methods of protection include:

- Physical measures, such as filing cabinets which are kept locked when not in use and restricted access, both to Comwave's place of business in general and to internal offices as well;
- Organization measures, such as security clearances and limited access on a need to know basis; and
- Technological measures, such as the use of passwords, firewalls and encryption.

Comwave makes its employees aware of the importance of maintaining the confidentiality of personal information. All of Comwave's employees with access to personal information will be required as a condition of employment to contractually respect the confidentiality of personal information.

Comwave will protect personal information it discloses to third parties through contractual agreements stipulating the confidentiality of the information and the purposes for which it is to be used.

Principle #8 – Openness

Comwave shall make readily available to customers and employees specific information about its policies and practices relating to the management of personal information.

Comwave will make information about its policies and practices easy to understand, including:

- The title and address of the person(s) accountable for Comwave’s compliance with the policy and to whom inquiries or complaints can be forwarded;
- The means of gaining access to personal information held by Comwave; and
- A description of the type of personal information held by Comwave, including a general account of its use.

Comwave will make this privacy policy available online at www.comwave.net/privacy

Principle #9 – Individual Access

Upon request, a customer or employee shall be informed of the existence, use and disclosure of his or her personal information and shall be given access to that information. An individual shall be able to challenge the accuracy and completeness of the information and have it amended as appropriate.

NOTE: In certain circumstances, Comwave may not be able to provide access to all the personal information it holds about a customer or an employee. Exceptions may include information that is prohibitively costly to provide, information that contains references to other individuals, information that cannot be disclosed for legal, security or commercial proprietary reasons, information that is subject to solicitor-client or litigation privilege, or, in certain circumstances, information of a medical nature. Comwave will provide the reasons for denying access upon request.

Upon request, Comwave will inform an individual whether or not the organization holds personal information about the individual, and will provide that individual with a reasonable opportunity to review any personal information which Comwave may possess about the individual. Comwave will allow the individual access to his or her personal information once the individual has provided Comwave with a written request application. Comwave will make the

application available to customers through Customer Service Representatives and to employees through the Human Resources Department. The application will include sufficient information to permit Comwave to provide an account of the existence, use, and disclosure to any third parties of this personal information. Comwave will use the application only for this purpose.

Comwave will respond to an application for individual access to personal information within a reasonable time and at minimal or no cost to the individual. The requested information will be provided or made available in a form that is generally understandable.

Comwave will be as specific as possible in providing an account of third parties to which it has disclosed personal information about an individual. When it is not possible to provide a list of the organizations to which it has actually disclosed information about an individual, Comwave will provide a list of organizations to which it may have disclosed information about the individual.

When an individual successfully demonstrates the inaccuracy or incompleteness of personal information, Comwave will amend the information as required. Depending upon the nature of the alleged inaccuracy, amendment involves the correction, deletion or addition of information. Where appropriate, the amended information will be transmitted to third parties having access to the information in question.

When an alleged inaccuracy is not resolved to the satisfaction of the individual, Comwave will record the substance of the unresolved issue. When appropriate, the existence of the unresolved issue will be transmitted to third parties having access to the information in question.

Principle #10 – Challenging Compliance

An individual will be able to address a challenge concerning compliance with the above principles to Comwave's Privacy Officer.

Comwave will maintain procedures for addressing and responding to all inquiries or complaints from its customers or employees about Comwave's handling of personal information.

Comwave will inform individuals who make inquiries or lodge complaints of the existence of relevant complaint procedures.

The person or persons accountable for compliance with this privacy policy may seek external advice where appropriate before providing a final response to individual complaints.

Comwave shall investigate all complaints. If a complaint is found to be justified, Comwave will take appropriate measures, including, if necessary, amending its policies and procedures.

All inquiries or complaints involving Comwave's handling of personal information or compliance with this policy shall be directed to Comwave's Privacy Officer. The Privacy Officer will respond to all such inquiries or complaints within 14 business days of receipt thereof. If necessary, the Privacy Officer will advise the customer or employee of the existence of relevant

complaint procedures. Further, if the Privacy Officer deems it advisable, the Privacy Officer may consult with external legal counsel prior to providing a final response with respect to any individual complaint. In any event, the Privacy Officer will make reasonable efforts to resolve all such complaints within 30 days of receipt of the initial complaint. If a complaint is found to be justified, the Privacy Officer will take reasonable measures to correct the situation, including amending Comwave's policies and procedures if necessary.

For more information, please contact our Privacy Office as follows: E-mail: privacy@comwave.net