



VoIP – SIP Telephone Service Agreement

Service Quality and Service Availability

High traffic usage on the subscriber's Internet connection may affect the quality and availability of the VoIP- SIP service. Outages of the subscriber's internet connection will result in the lack of VoIP/SIP service. WirelessCom.Ca Inc cannot guarantee uninterrupted operation of the service.

Notification of VoIP SIP Service Limitations.

WirelessCom.Ca Inc provides VoIP/SIP 9-1-1 Service. VoIP/Sip 911 service is delivered over a broadband internet connection whereas Enhanced 911 service is delivered over a traditional telephone line connection. There are important limitations relating to VoIP 9-1-1 service that you should be aware of.

These limitations include the following.

VoIP/SIP 9-1-1 service may not be available during an electrical power outage and will not be available during a broadband internet outage. VoIP 9-1-1 calls are sent to a call center for screening and routing to the correct emergency response center (also known as the Public Safety Answering Point or PSAP). This is different from enhanced 911 services where the call is sent to the appropriate PSAP. Due to the nomadic nature of VoIP/SIP service (meaning the service can be moved to any location that has a high speed internet connection regardless of location), a caller must identify his or her location to the operator that answers the 911 call in order for the call to be routed to the correct PSAP and for emergency services to be dispatched to the correct location. Subscribers of WirelessCom.Ca Inc are required to ensure that all potential users of the VoIP SIP service understand the 9-1-1 service limitations identified in this notice.

Limitation of Liability

WirelessCom.Ca Inc nor any of its affiliates, directors, officers, employees, agents 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 to any way to the provision of WirelessCom.Ca Inc including without limitation and inability on your part to access VoIP 9-1-1 service or any other emergency 911 service and you hereby waive and all such claims or causes of action arising out of or from the absence, outage or failure of the VoIP/SIP service or 9-1-1 service.

You agree to defend, indemnify and hold harmless, WirelessCom.Ca Inc 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 user of your VoIP/SIP service relating to the absence, outage, failure or degradation of the voice quality of the VoIP SIP service including without

limitation the inability to correctly route 9-1-1 calls to the appropriate PSAP or to correctly dispatch emergency services to the location from which the 9-1-1 call originated.

User Tips to remember when placing a 9-1-1 call

1. As indicated above, a VoIP/ SIP 9-1-1 call is not routed directly to PSAP. A VoIP 9-1-1 call is first sent to a call center for screening before it is routed to the correct PSAP.
2. When you dial 9-1-1, you must be prepared to provide your location and a callback number to the operator who answers your call since the operator may not have this information.
3. If you are not able to speak when you dial 9-1-1, the operator who answers the call may assume that you are located at the address you registered with WirelessCom.Ca Inc when your account was created. For this reason it is vital that you contact WirelessCom.Ca Inc to update your address if you move your service to another location.
4. When you call 9-1-1 do not hang up unless you are told to do so. If you are disconnected, call back the 9-1-1 number immediately.
5. VoIP SIP service and 9-1-1 service may not be available in an electrical power outage and will not be available during a broadband internet outage.
6. Please ensure that you understand the 9-1-1 limitations of the VoIP Service and that you make all users of the system aware of these limitations.

Long Distance Service

Unlimited North American Long distance service is provided as part of your VoIP SIP Service from WirelessCom.Ca Inc. International calling will be billed additional on your monthly service invoice. Please note that International calling rates change and rates to cellular phones may be different than those to international land lines.

Technical Assistance

For technical assistance please contact our help desk at 705-949-1200 or Toll Free 1-800-705-3189 or by email at service@wirelesscom.ca

Cancellation of Service

Cancellations are processed at the end of each month. Subscribers who wish to cancel their service must provide notification 60 days before the end of the month they wish to cancel. Please provide a hard copy cancellation via email to service@wirelesscom.ca.

Conditions of Service

1. The subscriber must have a high speed internet service. A minimum of DSL service is required.
2. The subscriber must be using an endpoint provided by WirelessCom.Ca Inc. or an approved endpoint.
3. The subscriber agrees to be liable for any International Calls made on the account.
4. Overdue accounts may result in suspension or cancellation of service with a penalty and a reconnection charge may apply.

Equipment Rental Conditions

The equipment provided by WirelessCom.Ca Inc. remains the property of WirelessCom.Ca Inc, except for and equipment that is purchased and paid for by the customer. The customer is responsible for protecting the equipment form defacing, tampering or damage. The customer will be invoiced for any lost, stolen or damaged equipment that is unreturned of damaged by lighting or power surges and or flooding.

I agree to be bound to all the terms and conditions of the use of WirlessCom.Ca Inc's VoIP SIP Service and agree that I have read the complete document and understand all the terms. I agree that I have the authority to bind my organization to the terms above.

Signature of Subscriber

Date: _____

Witness: _____

Name and Title of Subscriber (Please Print)

Subscriber Information:

Subscriber Name: _____

Subscriber Address: _____

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