

Terms of Service and Privacy

TERMS OF SERVICE

This agreement ("Agreement") is between Think Simplicity, Ltd. ("we," "us", "Think Simplicity, Inc." or "Think Simplicity") and the user ("you," "your", "user" or "Customer") of Think Simplicity's Personal Phone, Business Phone and Hospitality Phone communications services and any related services ("Service"). This Agreement governs both the Service and any devices, such as a Think Simplicity Phone Adapter, Think Simplicity Router & Phone Adapter, Think Simplicity Wi-Fi Phone, Think Simplicity Multiline IP Phone, or any other IP connection device provided by Think Simplicity for use in conjunction with the Service ("Device" or "Equipment"). BY ENROLLING IN, ACTIVATING, USING OR PAYING FOR THE SERVICES OR DEVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT, THAT YOU ARE OF LEGAL AGE, AND THAT YOU AGREE TO BE BOUND BY ALL TERMS HEREIN. IF YOU HAVE NOT READ AND UNDERSTOOD THIS ENTIRE AGREEMENT, AND DO NOT AGREE TO BE BOUND BY ITS TERMS, DO NOT USE THE SERVICES OR DEVICE.

1.1 TERM

Service is offered on a monthly basis for a term that begins on the date that Think Simplicity activates your Service and ends on the day before the same date in the following month. Subsequent terms of this Agreement automatically renew on a monthly basis without further action by you unless you give Think Simplicity written e-mail notice of non-renewal at least ten (10) days before the end of the monthly term in which the notice is given. You are purchasing the Service for full monthly terms, meaning that if you attempt to terminate Service prior to the end of a monthly term, you will be responsible for the full month's charges to the end of the then-current term, including without limitation unbilled charges, plus a disconnect fee if applicable under the terms of this Agreement, all of which immediately become due, payable, and chargeable to your credit card. Expiration of the term or termination of Service does not excuse the Customer from paying all unpaid, accrued charges due in relation to the Agreement.

1.2 EQUIPMENT REQUIREMENTS

The Service requires standard SIP or IAX based customer premises equipment ("CPE"), which may be provided by Think Simplicity or by the Customer pursuant to the terms of this Agreement. Use

of the Service without such equipment is strictly prohibited. If you elect to provide your own equipment, then you are solely responsible for maintaining it and ensuring that it is compatible with the Service, and you agree that if it is not compatible with, or properly configured for, Think Simplicity, Think Simplicity may terminate the Service in its sole discretion.

1.3 USE POLICIES

You shall not use the Services for any illegal, fraudulent, improper, or abusive purpose or in any way that interferes with Think Simplicity's ability to provide high quality Services to other customers, prevents or restricts other customers from using the Services, or damages any Think Simplicity's or other customers' property. If Think Simplicity finds that You are using the Services for anything other than the permitted uses in this Agreement or for any of the prohibited uses in this Agreement, Think Simplicity may at its sole discretion terminate Your Service and charge You any applicable fees for the Services used plus damages caused by Your improper use. Prohibited uses include, but are not limited to:

- Behavior that is illegal, obscene, threatening, harassing, defamatory, libelous, deceptive, fraudulent, malicious, infringing, tortious, or invasive of another's privacy.

- Sending unsolicited messages or advertisements, including email, voicemail, SMS, or faxes (commercial or otherwise) ("spamming"), or otherwise sending bulk and/or junk email, voice mail, SMS, or faxes.

- Harvesting or otherwise collecting information about others, including email addresses, without their consent. -Negligently, recklessly, knowingly, or intentionally transmitting any material that contains viruses, time bombs, Trojan horses, worms, malware, spyware, or any other programs that may be harmful or dangerous.

- Creating a false Caller ID identity ("ID spoofing") or forged email/SMS address or header, or otherwise attempting to mislead others as to the identity of the sender or the origin of any communication made using the Services.

- Transmitting any material that may infringe, misappropriate, or otherwise violate the foreign or domestic intellectual property rights or other rights of third parties.

- Violating any U.S. or foreign law regarding the transmission of technical data or software exported through the Services.

- Utilizing the Services in excess of what, in Think Simplicity's sole discretion, would be expected of normal business use, including without limitation allowing more than one user to use a single VoIP line or using a single VoIP line in excess of what would be expected of a single user.

- Using the Services in any way that interferes with other customers' and third parties' use and enjoyment of the Services or use the Services in any manner which disrupts, prevents or restricts any other customer from using the Services.

-Using or employing methods and/or devices that are designed or likely to take advantage of, bypass, exploit, or otherwise avoid this Use Policy.

You further understand and agree that:

-You shall be solely liable for any transmissions sent through the Services under Your Account, including the content of any transmission sent through the Services under Your Account.

-You will abide by all applicable Think Simplicity policies, procedures, and agreements related to the Services. -You shall not attempt to gain unauthorized access to the Services, other accounts, computer systems or networks connected to the Services, through password mining or any other means.

-Your use of the Services is subject to all applicable local, state, national, and international laws and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination, securities laws, and false advertising).

1.3.1 UNLIMITED PLANS

Some of Think Simplicity's plans and other Services are offered on an "unlimited" basis. All unlimited plans:

-May only be used for normal business use.

-Are provided only for dialog between two individuals at one time per line.

-Exclude international calling, which is available for an additional fee.

-Are issued on a "one (1) user per line basis", meaning that only one registered user may be assigned to use the Services for any one line.

Unlimited plans also may not be used for any of the following prohibited uses (which are in addition to the other prohibited uses applicable to all Services):

-Trunking or forwarding Your Think Simplicity number to another phone number(s) capable of handling multiple simultaneous calls, or to a private branch exchange (PBX) or a key system.

-Spamming or blasting (e.g., sending one hundred (100) or more bulk and/or junk voicemail or faxes simultaneously).

-Bulk call-in lines (e.g., customer support or sales call centers, "hotlines", 900 numbers, sports-line numbers, etc.).

-Auto-dialing or "predictive" dialing (i.e., non-manual dialing or using a software program or other means to continuously dial or place out-bound calls).

In addition, unusually high usage of the Services may impair Think Simplicity's ability to provide high quality Services to others and/or indicate unauthorized use of the Services, in which case

Think Simplicity may suspend or terminate Your Account or, upon prior notice, convert Your Account to a metered calling plan that charges significantly higher usage rates. Think Simplicity reserves the right to add to, modify or amend this Use Policy at any time for any reason at its sole discretion.

1.4 USE OF SERVICES AND DEVICE BY CUSTOMERS OUTSIDE CANADA (Residential Users)

Think Simplicity allows use of the Service inside or outside of Canada. However, if you use it outside Canada you do so at your own risk. If you remove the Device to a country outside Canada and/or use or attempt to use it there, you do so at your own risk, including but not limited to the risk that such activity violates the laws of the country where you do so, and/or violates the export laws of Canada and/or the import laws of that other country. 1.5 LOSS OF SERVICE DUE TO POWER FAILURE OR INTERNET SERVICE/OUTAGE

You acknowledge and understand that the Service does not function in the event of power failure. Should there be an interruption in the power supply, the Service will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure the Device and other CPE equipment prior to using the Service. You also acknowledge and understand that the Service requires a fully functional broadband connection to the Internet (which is not provided by Think Simplicity) and that, accordingly, in the event of an outage of, or termination of broadband service with or by your Internet service provider ("ISP") and/or broadband provider, the Service will not function. If there is an interruption in the power supply and/or an ISP/broadband outage, the Service will not function until the power supply is restored and/or the ISP/broadband outage fixed. You will continue to be billed for the Service during such failures, terminations and/or outages unless and until you or Think Simplicity terminate the Service in accordance with this Agreement.

1.6 COPYRIGHT/TRADEMARK/UNAUTHORIZED USAGE OF DEVICE, FIRMWARE OR SOFTWARE

The Service and Device and any firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on Think Simplicity's website(s) are protected by trademark,

copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively “marks”) of Think Simplicity are and shall remain the exclusive property of Think Simplicity and nothing in this Agreement shall grant you the right or license to use such marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement, and that the Device is exclusively for use in connection with the Service. You expressly agree that the Device is exclusively for use in connection with the Service and that Think Simplicity will not provide any passwords, codes or other information or assistance that would permit or enable you to use the Device for any other purposes. If you decide to use the Service through an interface device not provided by Think Simplicity, which Think Simplicity reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that interface device with the Service and you will indemnify and hold harmless Think Simplicity against any and all liability arising out of your use of such interface device with the Service. You agree not to reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

1.7 TAMPERING WITH THE DEVICE AND SERVICE

You agree not to change the electronic serial number, MAC or equipment identifier of the Device, or to perform a factory reset of the Device, without express permission from Think Simplicity in each instance which Think Simplicity may grant or deny in its sole discretion. Think Simplicity reserves the right to terminate your Service should you tamper with the Device, leaving you responsible for the full month’s charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable. You agree not to disrupt or hack the Service or to make or attempt to make any use of the Service that is inconsistent with its intended purpose.

1.8 THEFT OF SERVICE OR DEVICE

You agree to notify Think Simplicity immediately, in writing or by calling the Think Simplicity customer support line, if the Device is stolen or if you become aware at any time that your Service is being stolen or fraudulently used. When you call, or write, you must provide your account number and a detailed description of the circumstances of the Device theft or fraudulent use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. You will be liable for all use of the Service using a Device stolen from you and any and all stolen Service or fraudulent use of the Service.

1.9 NUMBER TRANSFER ON SERVICE TERMINATION

Think Simplicity may, solely at the Company's discretion, release any telephone number that was ported in to Think Simplicity by you and used in connection with your Service to your new service provider, if such new service provider is able to accept such number, upon your termination of the Service, and provided (i) your account has been terminated; (ii) your Think Simplicity account is completely current including payment for all charges and disconnect fees; and (iii) you request the transfer upon terminating your account.

1.10 SERVICE DISTINCTIONS

You acknowledge and understand that the Service is not a telephone service. Important distinctions exist between telephone service and the enhanced Service offering provided by Think Simplicity. Some, but not all, of these distinctions are described in this Agreement. The Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect your rights of redress before National and Province telecommunications regulatory agencies or judicial forums.

1.11 900 CALLS

The Service does not permit calls to 900 numbers or other pay-per-call services.

1.12 DIRECTORY ASSISTANCE

You agree that calls to Directory Assistance (411) excluding toll-free Directory Assistance will incur a \$1.50 CAD per call charge.

1.15 CALLS FROM A PAYPHONE

You agree that calls to a Think Simplicity Toll-free Alternate Number from a Payphone will incur a CAD\$0.30 per call charge.

2. EMERGENCY SERVICES – 911 AND E911 DIALING

PLEASE READ THE FOLLOWING CAREFULLY BEFORE USING THE SERVICE(S).

WE RECOMMEND THAT YOU MAINTAIN AN ALTERNATE MEANS OF ACCESSING EMERGENCY SERVICES.

Think Simplicity sources and negotiates services with various E911 service providers. These E911 service providers will be referred to as "Provider" in this section.

Provider is providing this Notice to explain the circumstances under which E911 Service may not be available, or may in some way be limited compared to traditional landline telephone service. In certain situations, and depending on the purpose for which Customer is ordering the Service(s), Provider may ask Customer to give an additional acknowledgement of having received and understood this E911 Notice. Customer agrees to promptly execute and return such acknowledgement within the timelines established by Provider.

Calling 911 using VoIP services is different from calling 911 using traditional landline services. Some of the key differences are as follows:

- (a) Availability. E911 Service will not be available in areas where E911 service is not available for traditional landline telephone service. In cases where E911 is not available for traditional landline telephone service, Provider will route emergency calls to the police department or other emergency service provider for that jurisdiction.
- (b) Power Outages. Electrical power outages will disrupt the E911 Service, and Customer will not be able to place E911 emergency calls.
- (c). Telephone or Computer Problems. Problems with the Customer's telephone, computer, modem, router, or other IP-enabled hardware may limit or completely restrict the Customer's ability to use the Service or place E911 emergency calls.
- (d). Problems with High-Speed Internet Connection. Problems with the Customer's high-speed Internet connection, including outages or network congestion, may limit or completely restrict the ability to use the E911 Service or place E911 emergency calls.
- (e). Suspension of Account. If Customer's Account is suspended for any reason, including non-payment of charges, Customer will not be able to use the E911 Service or place E911 emergency calls.
- (f). Problems with the Service. E911 Service may be unavailable if Provider should experience Network problems, including, but not limited to, hardware problems, software problems, Internet connectivity problems, or network maintenance issues.
- (g). Problems with Equipment. E911 Service may be unavailable if Customer should experience problems with any of its equipment.
- (h). Outside the United States. If Customer uses the Service(s) from a location outside the United States, Customer will not be able to use the E911 Service or place E911 emergency calls.

(i). E911 Provisioning Intervals. Provisioning E911 Service may take additional time following the activation of the Service, during which time E911 emergency calling may not be available.

(j). Required Information. In some circumstances, Customer may need to advise emergency service personnel of the nature of the emergency, the Customer's telephone number, or the Customer's physical location. If a call is disconnected for any reason, emergency service personnel may not be able to call the caller back, determine the Customer's physical location, or dispatch emergency personnel to the Customer's location.

(k). Failure to Register Customer's Location Accurately. It is important that Customer keeps Provider advised of each number's physical service location at all times. If Customer provides an incorrect physical address, or if the physical address is changed without notice, emergency calls may be routed to an incorrect emergency service provider, and emergency service personnel may not be able to transfer the call or respond to the emergency.

(l). Address. In order for E911 Service to work properly, the E911 Service address in Provider's records MUST correspond to the physical location from which the Customer will use the Service. A P.O. Box is not sufficient to use as a physical address. The emergency service dispatcher will only send emergency service personnel to Customer's registered E911 Service address.

(m). A \$250 CHARGE MAY BE INCURRED by the customer if it is not possible for Think Simplicity to register the address of the main DID for E911 services over VOIP.

PROVIDER DOES NOT MAKE, NOR DOES IT INTEND TO MAKE, SPECIFIC REPRESENTATIONS OR WARRANTIES BASED ON THE STATEMENTS ABOVE AS IT CANNOT FORESEE EVERY POSSIBLE COMBINATION OF EVENTS. THE FACT THAT PROVIDER MAY CONNECT E911 PHONE CALLS IN SITUATIONS IN WHICH E911 SERVICES ARE NOT AVAILABLE DOES, IN NO WAY, CREATE A WARRANTY THAT SUCH CALL WILL BE CONNECTED ERROR FREE OR WITHOUT DELAY.

Customer will be responsible for accurately providing Provider with all information necessary to ensure the accuracy of each Automatic Location Identification ("ALI") and Public Safety Answering Position ("PSAP"), including, but not limited to, all Direct Inward Dialing ("DID")/Direct Outward Dialing ("DOD") numbers, and a correct and valid emergency response address for each DID/DOD number. Further, Customer must furnish all updates of this information to Provider. All of Customer's information must be accurately provided and provisioned in the Automatic Number Identification ("ANI") database in order to provide full 911 service functionality. If a 911 call is made from a non-provisioned or improperly-provisioned telephone number, the call will not be normally and automatically routed to the correct PSAP, and shall be routed to the backbone E911 provider's 24/7 Emergency Call Routing Center (ECRC). In such event, a per-call charge will be billed to Customer at a rate determined by Provider from time to time. Customer agrees to indemnify and hold Provider, the Third Party Vendors, and the parent companies, sister companies, employees, directors, officers and shareholders of the same, harmless from and against any and all claims, liabilities, losses, judgments, damages and expenses, including without limitation attorneys' fees and costs of litigation, incurred or suffered by such party relating to the failure of Customer to provide Provider with accurate database entries and updates thereto. Provider's designated E911 Vendor (which shall be included within the definition of "Third Party Provider") routes VoIP E911 calls by way of native 911 solutions where the Vendor's backbone provider has access to the

E911 Service infrastructure. The following limitations apply to Service(s) in regions where a native 911 solution is utilized:

(a) In the event of an address geo-coding or Master Street Address Guide ("MSAG") validation failure, the error records cannot be processed in real-time. Commercially reasonable efforts will be made to resolve the records in error. There may be instances that will prevent the correction of errors, causing delays in uploading data into the provisioning system; and

(b) The E911 Service is predicated on using primary wireline Public Safety Answering Point ("PSAP") boundaries for routing the Service's emergency calls to the appropriate PSAP. The primary wireline boundary information is collected and is entered into a database for real-time queries for PSAP boundary lookup. Customer acknowledges that primary wireline PSAP boundary data may not be available for the entire United States and that 911 Service is dependent on the PSAPs to provide such information resulting in the use of wireless PSAP boundary data to route a VoIP emergency call.

If E911 Service is provided in regions where a non-native 911 solution is utilized, the following limitations apply: (a) E911 Service uses wireless PSAP boundaries when a primary wireline PSAP boundary is not available. Therefore, the 24x7 PSAP DN provided when a caller places an emergency call may correspond to a PSAP other than the PSAP that would normally receive wireline emergency calls placed from the caller's location;

(b) A caller's physical service address and call back number will not be presented to the PSAP; and/or

(c) If a caller cannot speak, Customer acknowledges that no information will be provided to the PSAP to contact the caller to obtain information that would automatically allow them to dispatch emergency services to caller's location. Each PSAP's internal processes will dictate how the call should or will be handled.

If an address provided for by Customer or Customer's Subscribers cannot be recognized by the system and/or cannot be geo-coded, neither Provider or its third party carriers, or such other third parties utilized by such carriers, assumes any liability or responsibility for providing emergency calling services for the telephone number associated with such address. In situations where emergency call routing uses the Emergency Call Routing Center ("ECRC"), and if (i) caller cannot speak or identify his or her address; (ii) data connectivity between the address database and the ECRC is interrupted; or (iii) the caller's location information cannot be provided, Customer acknowledges that the Provider and any Third Party Vendor shall have no ability to assist the caller and Customer agrees to indemnify and hold Provider, the Third Party Vendors, and the parent companies, sister companies, employees, directors, officers and shareholders of the same, harmless from and against any and all claims, liabilities, losses, judgments, damages and expenses, including without limitation attorneys' fees and costs of litigation, incurred or suffered by such party as a result of such instances. Customer understands and acknowledges, and commits to informing its Subscribers of the nature and limitation of 911 Emergency Dialing over the Service(s). Customer acknowledges and agrees that Provider and any Third Party Vendor will not be liable for any Service outage and/or inability of a caller to dial 911 or to access emergency service personnel due to the characteristics and limitation of the Service.

Customer understands that all calls must be delivered with the appropriate calling party number (“CPN”) representing the caller’s actual geographic location. Customer will be responsible for 911 configurations for all active CPNs. “Valid CPN” means the calling party’s actual assigned ten (10)-digit telephone number within the North American Numbering Plan assigned by Provider, excluding special purpose phone numbers such as 8XX, 950, 555 and N11. Delivery of valid CPN is a material obligation of Customer under these Terms of Service. For outbound calls other than calls to 911, if Customer does not deliver valid CPN, Provider will use commercially reasonable efforts to complete the call. For 911 calls, if Customer does not deliver valid CPN, Provider cannot complete the call. Customer agrees to indemnify and hold Provider, the Third Party Vendors, and the parent companies, sister companies, employees, directors, officers and shareholders of the same, harmless from and against any and all claims, liabilities, losses, judgments, damages and expenses, including without limitation attorneys’ fees and costs of litigation, incurred or suffered by such party relating to the failure of Customer to deliver valid CPN.

Alternative means of accessing emergency service examples:

(a) Traditional POTS (Plain Old Telephone Service) can be maintained and are recommended as the primary service to direct 911 calls through. At minimum two dedicated (non-shared) POTS lines should be maintained and tested monthly to guarantee emergency service call completion will be successful.

(b) Digital subscriber lines such as T1, or ISDN lines can be used as primary service to direct 911 calls through. At minimum 2 concurrent calls should be dedicated for 911 calls and the circuit should be tested monthly to guarantee emergency service call completion will be successful.

3. INDEMNIFICATION

THE TERM “Think Simplicity” AS USED IN THIS SECTION SHALL MEAN Think Simplicity, AND ITS AFFILIATES,

EMPLOYEES, DIRECTORS, OFFICERS, SERVANTS AND AGENTS AND ANY OTHER SERVICE PROVIDER THAT FURNISHES SERVICES OR DEVICES TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE OR THE DEVICE.

YOU ARE LIABLE FOR ANY AND ALL USE OF THE SERVICE AND/OR DEVICE BY YOURSELF AND BY ANY PERSON MAKING USE OF THE SERVICE OR DEVICE, AND YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Think Simplicity AGAINST ANY AND ALL LIABILITY FOR ANY SUCH USE THAT FAILS TO COMPLY WITH THIS AGREEMENT. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Think Simplicity FROM ANY AND ALL CLAIMS AND/OR LIABILITY FOR DAMAGES, PERSONAL INJURY, DEATH, FINES, PENALTIES, COSTS, EXPENSES, LOSSES, LOST PROFIT, LOST REVENUE, PROPERTY DAMAGE, ATTORNEYS’ FEES, AND ANY AND ALL OTHER DAMAGES OF WHATEVER KIND AND NATURE RELATING TO OR ARISING OUT OF THE SERVICE, THE USE OF OR INABILITY TO USE THE SERVICE, THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, THE INABILITY TO DIAL 911 OR E911 TO ACCESS EMERGENCY SERVICE PERSONNEL, THE INABILITY TO DIAL SECURITY, LAW ENFORCEMENT OR FIRE PREVENTION/ PROTECTION SERVICES OR SYSTEMS, THE DEVICE, THE USE OF AND/OR INABILITY TO USE THE DEVICE, THE INSTALLATION OF THE

DEVICE, AND/OR THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE AGREEMENT.

4. LIMITATION OF LIABILITY

THE TERM "Think Simplicity" AS USED IN THIS SECTION SHALL MEAN Think Simplicity, AND ITS AFFILIATES,

EMPLOYEES, DIRECTORS, OFFICERS, SERVANTS AND AGENTS AND ANY OTHER SERVICE PROVIDER THAT FURNISHES SERVICES OR DEVICES TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE OR THE DEVICE.

IN NO EVENT SHALL Think Simplicity BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF DATA, LOSS OF REVENUE OR PROFITS, RELATING TO OR ARISING OUT OF THE SERVICE, THE USE OF OR INABILITY TO USE THE SERVICE, THE ABSENCE, DELAY, FAILURE OR OUTAGE OF THE SERVICE, THE INABILITY TO DIAL 911 OR E911 TO ACCESS EMERGENCY SERVICE PERSONNEL, THE INABILITY TO DIAL SECURITY, LAW ENFORCEMENT OR FIRE PREVENTION/ PROTECTION SERVICES OR SYSTEMS, THE DEVICE, THE USE OF AND/OR INABILITY TO USE THE DEVICE, THE INSTALLATION OF THE DEVICE, AND/OR THIS AGREEMENT. NOR SHALL Think Simplicity BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, INCLUDING 911 DIALING, AT ANY TIME OR FROM TIME TO TIME, OR FOR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY CAUSED BY ANY REASON INCLUDING BUT NOT LIMITED TO THE FOLLOWING: AN ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR THIRD PARTY, EQUIPMENT, NETWORK OR FACILITY FAILURE, EQUIPMENT, NETWORK OR FACILITY UPGRADE, SERVICE, MAINTENANCE, MODIFICATION, SHORTAGE, OR RELOCATION, FORCE MAJEURE EVENTS SUCH AS BUT NOT LIMITED TO ACTS OF GOD, ADVERSE WEATHER, STRIKES, FIRE, WAR, RIOT, GOVERNMENT ACTIONS OR TERRORISM, SERVICE, DEVICE, EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER OR INTERNET SERVICE TO Think Simplicity OR CUSTOMER, AND ANY CAUSE THAT IS BEYOND Think Simplicity's CONTROL, INCLUDING WITHOUT LIMITATION THE FAILURE OF AN INCOMING OR OUTGOING COMMUNICATION, THE INABILITY OF COMMUNICATIONS TO BE CONNECTED OR COMPLETED, INCLUDING 911 DIALING, OR DEGRADATION OF VOICE QUALITY. Think Simplicity SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO Think Simplicity's OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES, EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES, OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF Think Simplicity's NEGLIGENCE OR OTHER ACTS OR OMISSIONS. Think Simplicity's LIABILITY FOR ANY ACT OR OMISSION SHALL IN NO EVENT EXCEED THE SERVICE CHARGES WITH RESPECT TO THE AFFECTED TIME PERIOD. THE LIMITATIONS SET FORTH HEREIN APPLY TO ALL CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT, AND ANY AND ALL OTHER THEORIES OF LIABILITY, AND APPLY WHETHER OR NOT Think Simplicity WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGE. FURTHER, YOU AGREE TO REIMBURSE Think Simplicity FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING ATTORNEYS' FEES AND LITIGATION COSTS. THE PROVISIONS OF THIS SECTION SHALL BE APPLIED TO THE FULLEST EXTENT OF THE LAW, BUT IF

ANY PORTION OF THIS SECTION IS DETERMINED TO BE UNLAWFUL, THEN THIS SECTION SHALL BE CONSTRUED TO LIMIT LIABILITY AGAINST Think Simplicity TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW. THIS SECTION SHALL SURVIVE THE AGREEMENT.

5. WARRANTIES

THE TERM “Think Simplicity” AS USED IN THIS SECTION SHALL MEAN Think Simplicity, AND ITS AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, SERVANTS AND AGENTS AND ANY OTHER SERVICE PROVIDER THAT FURNISHES SERVICES OR DEVICES TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE OR THE DEVICE.

Think Simplicity MAKES NO EXPRESS OR IMPLIED WARRANTY REGARDING THE SERVICE OR DEVICE OR THE INSTALLATION OF SAME AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. Think Simplicity DOES NOT WARRANT THAT THE SERVICE OR DEVICE WILL FUNCTION WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. Think Simplicity DOES NOT AUTHORIZE ANYONE, INCLUDING BUT NOT LIMITED TO ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON IT’S BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. IF CUSTOMER PURCHASED THE DEVICE NEW FROM Think Simplicity AND THE DEVICE INCLUDED A LIMITED WARRANTY AT THE TIME OF PURCHASE, CUSTOMER MUST REFER TO THE SEPARATE LIMITED WARRANTY DOCUMENT FOR INFORMATION ON THE LIMITATION AND DISCLAIMER OF SUCH WARRANTY. IF CUSTOMER’S DEVICE DID NOT INCLUDE A LIMITED WARRANTY FROM Think Simplicity AT THE TIME OF PURCHASE, CUSTOMER AGREES THAT IT ACCEPTS THE DEVICE “AS IS” AND THAT CUSTOMER IS NOT ENTITLED TO REPLACEMENT OR REFUND IN THE EVENT OF ANY DEFECT. THE PROVISIONS OF THIS SECTION SHALL BE APPLIED TO THE FULLEST EXTENT OF THE LAW, BUT IF ANY PORTION OF THIS SECTION IS DETERMINED TO BE UNLAWFUL, THEN THIS SECTION SHALL BE CONSTRUED TO LIMIT LIABILITY AGAINST Think Simplicity TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW.

6. CHANGES TO THE AGREEMENT / TERMS

Think Simplicity may change the terms and conditions from time to time. Changes to this

Agreement supersede all previously agreed to electronic and written Terms and Conditions. IF YOU CONTINUE TO BE ENROLLED IN, USE, OR PAY FOR THE SERVICES AFTER ANY CHANGES IN THE PRICES, CHARGES, AND/OR TERMS AND CONDITIONS HAVE BEEN MADE, YOU AGREE TO THE CHANGES. Notices will be considered given and effective on the date posted on the Think Simplicity website at <https://kb.thinksimplicity.com/books/service-information/page/terms-of-service-and-privacy> and/or the date we notify you of changes by the following: email at the address provided by you, postcard, letter, recorded announcement, message on your bill, an insert in your bill, newspaper ad, or a call to your billed telephone number, whichever occurs first.

7. CHARGES / PAYMENTS / DEFAULT / TAXES / TERMINATION

7.1 BILLING

You must give us a valid credit card number, not linked or in use with any PayPal account, when the Service is activated. If the card expires, you close your account or your billing address changes, or the card is cancelled and replaced owing to loss or theft, you must advise Think Simplicity at once by changing your credit card information in your account portal. We will bill all charges monthly to your credit card, including but not limited to: activation fees, monthly Service fees, surcharges, applicable taxes, disconnection fees, international usage charges, advanced feature charges, equipment purchases and shipping and handling charges. Think Simplicity reserves the right to bill at more frequent intervals if the amount due at any time exceeds CAD\$25.00.

7.2 BILLING DISPUTES

You must notify Think Simplicity in writing within seven (7) days after receiving your credit card statement if you dispute any Think Simplicity charges on that statement or such dispute will be deemed waived. Notification of all billing disputes shall be sent to the following address:

Customer Care Billing Department

Think Simplicity

21301 S. Tamiami TR STE 320 PMB 213

Estero FL 33928

US

or billing@thinksimplicity.net

7.3 PAYMENT

Think Simplicity only accepts payments by credit card. Your initial use of the Service authorizes Think Simplicity to charge all amounts due Think Simplicity as stated in the Agreement on the credit card account number on file with Think Simplicity, or on any other credit card provided by Customer if the original card expires or is replaced. This authorization will remain valid until 30 days after Think Simplicity receives your written notice terminating Think Simplicity's authority to charge your credit card. Think Simplicity may terminate your Service at any time, in its sole discretion, if any charge to your credit card on file with Think Simplicity is declined or reversed, if your credit card expires and you have not provided Think Simplicity with a new valid and approved credit card, or in case of any other non-payment of account charges. Termination of Service for a declined or expired credit card, reversed charges or non-payment leaves you fully liable to Think Simplicity for all charges accrued before termination and for costs incurred by Think Simplicity to

collect all monies owed by Customer, such as (but not limited to) collection costs and attorneys' fees. Think Simplicity may make billing adjustments for the Service retroactively for a period of one hundred eighty (180) calendar days after the date a Service is rendered if they are made within two (2) months of Think Simplicity's receipt of any invoice for the payment of additional fees and charges imposed by law.

7.4 TERMINATION OF SERVICE

Think Simplicity reserves the right to suspend or discontinue providing the Service generally, or to terminate your Service, at any time in its sole discretion. If Think Simplicity discontinues providing the Service generally, or terminates or suspends your Service in its discretion without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated or suspended for any stated reason, including without limitation violation of any terms of this Agreement, or because of any improper use of the Service or Device (such as, but not limited to, your attempts to hack, disrupt, or misuse the Service or your acts or omissions that violate any acceptable use policy of Think Simplicity or of a third party provider to which Think Simplicity is subject), you will be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee if applicable, all of which immediately become due, payable and chargeable to your credit card.

7.5 TAXES

Customer is responsible for, and shall pay any applicable government, province, municipal, local or other governmental sales, use, excise, Universal Service Fees, value-added, personal property, public utility and other taxes, fees and charges now in force or enacted in the future, that arise from or as a result of Customer's subscription or use or payment for the Service or a Device. Such amounts are in addition to payment for the Service or Devices and will be billed to your credit card. If Customer is exempt from payment of such taxes, it will provide Think Simplicity with an original government-issued certificate attesting to tax-exempt status. Tax exemption will only apply from and after the date Think Simplicity receives such certificate.

7.6 RETURN OF DEVICE (Residential Users)

A Device may be returned to Think Simplicity within fourteen (14) days of the termination of Service to receive a credit for the \$40 CAD security deposit and avoid being charged an additional \$40 CAD, in total \$80 CAD, for the voice line or lines assigned to that Device provided that the Customer first returns the Device and all of its parts, accessories, documentation, packaging, and packaging materials in an undamaged and original condition. Think Simplicity will not credit Customer if the Device is damaged or not in its original condition as received by the Customer or if Customer does not fully comply with this Section. Device rental with no security deposit will be charged \$80 CAD if Customer does not fully comply with this Section. If Customer initially receives packaging and/or a Device that is visibly damaged, Customer agrees to note the damage on the carrier's freight bill or receipt, keep a copy, and immediately notify Think Simplicity by email at billing@thinksimplicity.net. Keep the Device and the original packaging, packing materials and parts

intact and contact Think Simplicity's customer care department immediately.

8. CONTENT

You are liable for any and all liability that may arise out of the content transmitted by or to you or Users using the

Services. You shall assure that your or User's use of the Services and content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. Think Simplicity reserves the right to terminate or suspend affected Services, and/or remove your or Users' content from the Services, if Think Simplicity determines that such use or content does not conform with the requirements set forth in this Agreement or interferes with Think Simplicity's ability to provide Services to you or others or receives notice from anyone that Your or Users' use or Content may violate any laws or regulations. Think Simplicity's actions or inaction under this Section shall not constitute review or approval of your or Users' use or Content. You will indemnify and hold harmless Think Simplicity against any and all liability arising from the content transmitted by or to you or to Users using the Services. A "User" means any person, whether authorized or unauthorized, using the Service and/or Device provided to you.

9. RESOLUTION OF DISPUTES BY BINDING ARBITRATION

IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF BY A JUDGE, JURY, OR CLASS ACTION LAWSUIT. YOU CONTINUE TO HAVE CERTAIN RIGHTS TO OBTAIN RELIEF FROM A GOVERNMENT OR PROVINCE REGULATORY AGENCY.

9.1 Mandatory Binding Arbitration

All disputes arising out of or related to this Agreement, the Service and/or the Device (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory) must be resolved by final and binding arbitration. This includes any dispute based on any Device, Service, advertising or otherwise having a connection to this Agreement. The arbitration will be conducted by one arbitrator using the procedures described by this Section. If any portion of this Resolution of Disputes by Binding Arbitration Section is determined to be unenforceable, then the remainder shall be given full force and effect.

The arbitration of any dispute shall be conducted in accordance with the Better Business Bureau's ("BBB") Supplementary Procedures for Consumer-Related Disputes, as modified by this Agreement,

which are in effect on the date a dispute is submitted to the BBB. To the extent that such procedures differ from this Agreement, this Agreement shall govern to the fullest extent permitted by law. You have the right to be represented by counsel in arbitration. In conducting the arbitration and making any award, the arbitrator shall be bound by and strictly enforce the terms of this Agreement and may not limit, expand, or otherwise modify its terms.

NO DISPUTE MAY BE JOINED WITH ANOTHER LAWSUIT, OR IN AN ARBITRATION WITH A DISPUTE OF ANY OTHER PERSON, OR RESOLVED ON A CLASS WIDE BASIS. THE ARBITRATOR MAY NOT AWARD DAMAGES THAT ARE BARRED BY THIS AGREEMENT AND MAY NOT AWARD PUNITIVE DAMAGES OR ATTORNEYS' FEES. YOU AND Think Simplicity BOTH WAIVE ANY CLAIMS FOR AN AWARD OF DAMAGES THAT ARE EXCLUDED UNDER THIS AGREEMENT.

9.2 ARBITRATION INFORMATION AND FILING PROCEDURE

Before you take a dispute to arbitration or to small claims court, you must first write to us at Think Simplicity, 111 Martin Ross Ave., Unit 5, Toronto, Ontario M3J 2M1 and give us an opportunity to resolve the dispute. Similarly, before Think Simplicity takes a dispute to arbitration, we must first attempt to resolve it by contacting you. If the dispute cannot be satisfactorily resolved within sixty (60) days from the date you or Think Simplicity is notified by the other of a dispute, then either party may contact the BBB in writing at BBB of Mid-Western Ontario, 354 Charles Street East, Kitchener, Ontario N2G 4L4 and request arbitration of the dispute. Information about the arbitration process and the BBB's Arbitration Rules and its fees are available on the Internet at www.bbmwo.ca, or by contacting us at billing@thinksimplicity.net. The arbitration will be based only on written submissions of the parties and the documents submitted to the BBB relating to the dispute, unless either party requests that the arbitration be conducted using the BBB's telephonic, online, or in-person procedures. Additional charges may apply for these procedures. Any in-person arbitration will be conducted at a location the BBB selects in Ontario. Arbitrations under this Agreement shall be confidential as permitted by government law. However, by filing for arbitration, you may elect to relieve both parties to the arbitration of confidentiality obligations.

9.3 TIME FOR FILING CLAIMS

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed with the BBB within one year after such claim or cause of action arose or be forever barred.

10. GOVERNING LAW

This Agreement and the relationship between you and Think Simplicity shall be governed by the laws of the Government of Ontario and Government of Canada without regard to its conflict of law provisions, based on client country of service.

11. PRIVACY

Think Simplicity Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice

and other communications. You acknowledge and understand that Think Simplicity cannot guarantee that voice over IP communication is completely secure. You agree that Think Simplicity may access all features of your account and the Services to determine whether the Services are being used fraudulently and/or in violation of this Agreement, and for any other purposes. YOU AGREE THAT Think Simplicity SHALL NOT BE LIABLE FOR ANY LACK OF PRIVACY. Please refer to our Privacy Policy at www.thinksimplicity.net for additional information.

12. SURVIVAL

The provisions of these terms relating to indemnification, limitations on liability, warranty limitations and disclaimers, resolution of disputes, billings and your obligation to pay for the Service provided and any additional usage charges, shall survive the termination of the Service.

Revision #5

Created 8 July 2024 17:25:11 by Alex

Updated 24 October 2024 14:59:27 by Alex