

CABLE CABLE myPHONE TERMS OF SERVICE

These Terms of Service constitute the agreement ("Agreement") between Cable Cable Inc. ("we," "us" or "Cable Cable or i-zoom") and the user ("you", "user", "customer") of Cable Cable inc. residential communications services and any related products or services ("Service"). This Agreement governs both the Service and any devices, such as an IP phone, Analog Telephone Adapter or any other IP connection device ("Device" or "Equipment"), used in conjunction with the Service.

BY ACTIVATING OR USING THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND FULLY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. EMERGENCY SERVICES - 9-1-1 DIALING

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

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

1.2 Registration of Physical Location Required. You should ensure your location information, when registered with Cable Cable Inc, 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/or if you add a new line to your account. Your 9-1-1 Dialing service is activated when you subscribe to cable cable myPHONE Digital phone service.

1.3 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 Cable Cable Inc service is suspended or disconnected. Following a power failure or disruption, you may need to reset or reconfigure your Device prior to utilizing the service, including 9-1-1 Dialing.

1.4 Re-Registration Required if You Change Your Number or Add or Port New Numbers. You must successfully register your location of use for each changed, newly added or newly ported number in order for 9-1-1 Dialing to function.

1.5 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 Dialing call made utilizing the Service as compared to traditional 9-1-1 Dialing over traditional public telephone networks.

1.6 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 cable cable myPHONE digital phone service, of the important differences in and limitations of VoIP 9-1-1 Dialing service as compared with E9-1-1 service, as set out above.

1.7 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 centre. We disclaim all responsibility for the conduct of local emergency response centres and the national emergency calling centre. We rely on third parties to assist us in routing 9-1-1 Dialing calls to local emergency response centres and to a national emergency calling centre. 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 Cable Cable Inc 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 Cable Cable Inc, 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.

1.8 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 services or disconnecting the Service.

2. SERVICE

2.1 Monthly Term. Service is offered on a monthly basis for a term that begins on the date that Cable Cable Inc 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 unless you give us written notice of non-renewal at least fifteen (30) 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 disconnect 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 disconnection fee, if applicable, all of which will immediately become due and payable. You will also be responsible for the next full month's charges in the event that you do not provide the requisite fifteen-day notice of disconnection prior to the expiration of the then-current term. Expiration of the term or Service disconnection will not excuse you from paying all accrued and unpaid charges due under this Agreement.

2.2 Residential Use of Service and Device. If you subscribe to i-zoom's digital phone residential service, the Service and the Device are provided to you solely for residential use. You shall not resell or transfer the Service or the Device to another party without our prior written consent. You are prohibited from using the Service or the Device for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately disconnect or modify your Service if we determine, in our sole and absolute discretion, that your use of the Service or the Device is, or at any time was, inconsistent with normal residential usage patterns. In addition, you will be required to pay our higher rates for commercial service for all periods in which your use of the Service or the Device was inconsistent with normal residential use.

2.3 Small Business Use of Service and Device. If you subscribe to cable cable myPHONE commercial services, the Service and Device are provided to you as a commercial user. You shall not resell or transfer the Service or the Device to another party without our prior written consent. You are prohibited from using the Service or the Device for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately disconnect or modify your Service if we determine, in our sole and absolute discretion, that you have at any time used the Service or the Device for any of the aforementioned or similar activities.

2.4 Prohibited Uses.

(a) Unlawful. You shall use the Service and the Device only for lawful purposes. We reserve the right to immediately disconnect your Service if, in our sole and absolute discretion, we determine that you have used the Service or the Device for an unlawful purpose. In the event of such disconnection you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a disconnection fee, if applicable, all of which will become immediately due and payable upon Service disconnection. If we believe that you have used the Service or the Device for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, Cable Cable Inc and i-zoom affiliated companies will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others.

(b) Inappropriate Conduct. You shall not use the Service or the Device in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. We reserve the right to immediately disconnect your Service if, in our sole and absolute discretion, we determine that you have used the Service or the Device in any of the aforementioned ways. In the event of such disconnection, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a disconnection fee, if applicable, all of which will become immediately due and payable upon Service disconnection. If we believe that you have used the Service or the Device in any of the aforementioned ways, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, Cable Cable Inc and i-zoom affiliated companies will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others.

2.5 Use of Service and Device by Customers Outside Canada and the United States. Although we encourage you to use the Service to place calls to foreign countries from within Canada and the United States, and to use your adapter to make calls while outside of Canada and the United States, we do not presently offer or support the Service in any countries other than the United States and Canada. If you use the Service or the Device outside of the United States or Canada, you will be solely responsible for any

violations of local laws and regulations resulting from such use. We reserve the right to disconnect your Service immediately if we determine, in our sole and absolute discretion, that you have used the Service or the Device outside of the United States or Canada.

2.6 Copyright; Trademark; Unauthorized Usage of Device; Firmware or Software.

(a) Copyright; Trademark. The Service and Device and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on our websites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of our websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") are and will at all times remain our exclusive property. Nothing in this Agreement grants you the right or license to use any of our marks.

(b) Unauthorized Usage of Device; Firmware or Software. For residential and commercial customers only, you have not been granted any license to use the firmware or software used to provide the Service or provided to you 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. For residential and commercial customers only, you expressly agree that the Device is exclusively for use in connection with the Service and that we will not provide any passwords, codes or other information or assistance that would enable you to use the Device for any other purpose. We reserve the right to prohibit the use of any interface device that we have not provided to you. You hereby represent and warrant that you possess all required rights, including software and/or firmware licenses, to use any interface device that we have not provided to you. In addition, you shall indemnify and hold us harmless against any and all liability arising out of your use of such interface device with the Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

2.7 Tampering with the Device or Service. You shall not change the electronic serial number or equipment identifier of the Device or perform a factory reset of the Device without our prior written consent. We reserve the right to disconnect your Service if we believe, in our sole and absolute discretion, that you have tampered with the Device. In the event of such disconnection, you will remain responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a disconnection fee, if applicable, all of which will immediately become due and payable. You shall not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.

2.8 Theft of Service. You shall notify us immediately, in writing or by calling our customer support line, if the Device is stolen or if you become aware at any time that your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you call or write, you must provide your unique Cable Cable Inc or i-zoom account number and a detailed description of the circumstances of the Device theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the disconnection of your Service and additional charges to you. Until such time as we receive notice of the theft, fraudulent use or unauthorized use, you will be liable for all use of the Service using a Device stolen from you and any and all stolen, fraudulent or unauthorized use of the Service.

2.9 Service Distinctions. The Service is not a traditional telecommunications service and we provide it on a best efforts basis. Important distinctions exist between traditional telecommunications services and the Service offering that we provide. The Service is subject to different regulatory treatment than traditional telecommunications services. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

2.10 Ownership and Risk of Loss. You will own the Device and bear all risk of loss of, theft of, casualty to or damage to the Device, from the time it is shipped to you until the time (if any) when it is returned to us in accordance with this Agreement.

2.11 No 0+ or Operator Assisted Calling; May Not Support x11 Calling. The Service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls or calling card calls). The Service may not support 311, 511 and/or other x11 (other than certain specified dialing such as 9-1-1 and 411, which are provided for elsewhere in this Agreement) services in one or more (or all) service areas.

2.12 No Directory Listing. The phone numbers you obtain from us will not be listed in any telephone directories. Phone numbers transferred from your local phone company may, however, be listed unless you have specifically notified us otherwise. As a result, someone with your phone number may not be able to utilize a reverse directory to look up your address.

2.13 Change of Number. You have no property right in any phone number assigned to or used by you. We shall be entitled to change any such number where we determine, in our sole discretion, that such a change is necessary. We shall give you reasonable advance written notice of such a change, except in cases of emergency, where oral notice shall be given.

2.14 Incompatibility with Other Services.

(a) Home Security Systems. The 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 the Service.

(b) Certain Broadband and Cable Modem Services. You acknowledge that the Service presently is not compatible with prior versions of the AOL broadband service and there may be other services with which the Service may be determined to be incompatible. You further acknowledge that some providers of broadband service may provide modems that prevent the transmission of communications using the Service. We do not warrant that the Services will be compatible with all broadband services and expressly disclaim any express or implied warranties or conditions regarding the compatibility of the Service with any particular broadband service.

3. CHARGES; PAYMENTS; TAXES; DISCONNECTION

3.1 Billing. When the service is activated, you must provide us with a valid email address and a credit card number from a card issuer that we accept. We reserve the right to stop accepting credit cards from one or more issuers. If your credit card expires, you close your account, your billing address changes, or your credit card is cancelled and replaced on account of loss or theft, you must advise us at once. We will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which we decide to bill in arrears) to your credit card, including but not limited to:

activation fees; monthly Service fees; international usage charges; advanced feature charges; premium services; equipment purchases; taxes; and disconnection fees.

The amount of such fees and charges shall be published on our website and may change from time to time. Notification of monthly invoices will be sent to you via your email address on file with us. We reserve the right to bill at more frequent intervals if the amount you owe to us at any time exceeds \$50. Any usage charges will be billed in increments that are rounded up to the nearest minute except as otherwise set forth in the rate schedules found on our website.

The above fees are defined as follows:

Activation Fee - This fee covers charges for setting up your account and activating you on our system.

Monthly Service Fee - This is the basic charge associated with your service. This fee includes the calling charges defined by your plan, the features associated with your plan and basic account services.

International Usage Charges - These are the fees associated with calls to locations outside of the US, Canada and Puerto Rico.

Advanced Features, Add-Ons, Premium Services - Cable Cable Inc charges additional fees for enhanced features and services such as a Virtual Phone Number, 411, Reversed Call Charges, International Calls etc

Equipment Purchases - In most instances, you will pay for equipment associated with your cable cable myPHONE digital phone service with your credit card.

Taxes - Cable Cable Inc is required to bill and collect local, provincial and federal taxes imposed on i-zoom customers by the various taxing authorities. Cable Cable Inc passes all taxes it collects on to the appropriate taxing authority.

3.2 Billing Disputes. You must notify us in writing within seven days after receiving your credit card statement if you dispute any Cable Cable Inc or cable cable myPHONE charges on that statement or you will be deemed to have waived any right to contest such charges. All notices of disputed charges should be sent to info@cablecable.net or Mail to:

myPHONE Digital Phone Service

Cable Cable Inc

16 Cable Road

Fenelon Falls, Ont, Canada K0M 1N0

3.3 Payment and Collection.

(a) Payment. We only accept payment by credit card. Your subscription to the Service authorizes us to charge your credit card. This authorization will remain valid until 30 days after we receive written notice from you terminating our authority to charge your credit card, whereupon we will charge your credit card for the disconnection fee, if applicable, and any other outstanding charges and disconnect your Service. We may disconnect your Service at any time in our sole and absolute discretion if any charge to your credit card is declined or reversed, your credit card expires and you have not provided us with a valid replacement credit card or in case of any other non-payment of account charges.

(b) Collection. If your Service is disconnected, you will remain fully liable to us for all charges pursuant to this Agreement and any and all costs we incur to collect such amounts, including, without limitation, collection costs and legal fees and expenses.

3.4 Disconnection; Discontinuance of Service. We reserve the right to suspend or discontinue the Service

generally, or to disconnect your Service, at any time in our sole and absolute discretion. If we discontinue the Service generally, or disconnect your Service without a stated reason, you will only be responsible for charges accrued through the date of disconnection, including a pro-rated portion of the final month's charges. If your Service is disconnected on account of your breach of any provision of this Agreement, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus the disconnection fee, if applicable, all of which will immediately become due and payable.

3.5 Taxes. You are responsible for all applicable federal, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility, goods and services, harmonized or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your 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 as set forth in this Agreement. If you are exempt from payment of such taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive such certificate.

3.6 Disconnection Fee (Applies only to Residential and Commercial Customers). You will be charged a disconnection fee of \$49.99 CDN per voice line if your Service is cancelled or disconnected for any reason after our fifteen (15) day Money Back Guarantee Period and within the first twelve months following the activation of your Service

3.7 Money Back Guarantee; Limitations and Conditions.

(a) Residential and Small Business Customers. We offer a fifteen (15) Day Money Back Guarantee from the date of activation of your Service. The money back guarantee applies only to the first-ordered line per account, not to additional or secondary lines. We will refund the activation fee, the monthly charge for the first month of Service, and the disconnection fee provided that:

- you cancel your Service within the applicable period;
- you return the Device to us in original condition, normal wear and tear excluded, within 14 days after the cancellation of your Service;
- the Device is returned in the original packaging with the UPC or bar code intact and is accompanied by all components, accessories, parts, manuals, registration cards and other documentation; and

Applicable taxes cannot be refunded. You will be responsible for any charges for international usage toll free numbers and directory assistance. We reserve the right to terminate or revoke this Money Back Guarantee at any time, without prior notice.

3.8 Charges for Directory Calls (411). We will charge you \$1.75 CDN for each call made to Cable Cable Inc directory assistance.

4. LIMITATION OF LIABILITY; INDEMNIFICATION; WARRANTIES

4.1 Limitation of Liability. We will not be liable for any delay or failure to provide the Service, including 9-1-1 Dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:

- an act or omission of an underlying carrier, service provider, vendor or other third party;
- equipment, network or facility failure;
- equipment, network or facility upgrade or modification;
- force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions;
- equipment, network or facility shortage;
- equipment or facility relocation;
- service, equipment, network or facility failure caused by the loss of power to you;
- outage of, or blocking of ports by, your ISP or broadband service provider or other impediment to usage of the Service caused by any third party;
- any act or omission by you or any person using the Service or Device provided to you; or any other cause that is beyond our control, including, without limitation, a failure of or defect in any Device, the failure of an incoming or outgoing communication, the inability of communications (including, without limitation, 9-1-1 Dialing) to be connected or completed, or forwarded.

Our aggregate liability under this agreement will in no event exceed the Service charges with respect to the affected time period.

4.2 Disclaimer of Liability for Damages. IN NO EVENT WILL CABLE CABLE INC., ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS

OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 9-1-1 DIALING SERVICE OR TO OBTAIN EMERGENCY HELP. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY OR CONDITION, PRODUCT LIABILITY, TORT (INCLUDING NEGLIGENCE), INTELLECTUAL PROPERTY INFRINGEMENT, STRICT LIABILITY, FUNDAMENTAL BREACH, BREACH OF A FUNDAMENTAL TERM AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

4.3 Indemnification and Survival.

(a) Indemnification. You shall defend, indemnify, and hold harmless Cable Cable Inc, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with this Agreement or 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 or user of the Service, relating to this Agreement or the Services, including, without limitation, 9-1-1 Dialing, or the Device.

(b) Survival. The provisions of this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall survive.

4.4 No Warranties on Service. To the extent permitted by applicable law, WE MAKE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, REASONABLY ACCEPTABLE QUALITY, FITNESS OF THE SERVICE OR DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY OR CONDITION ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY OR CONDITION THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, WE PROVIDE NO WARRANTY OR CONDITION THAT THE SERVICE OR DEVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER CABLE CABLE INC. NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES DEVICES, OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO OUR OR YOUR 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 CABLE CABLE INC OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY CABLE CABLE INC OR I-ZOOM'S digital phone DIGITAL PHONE SERVICE'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OR CONDITION OF ANY KIND.

4.5 Device Warranties (Applies only to Residential Commercial customers).

(a) Limited Warranty. Except as set forth herein, if you received the Device new from us and the Device included a limited warranty at the time of receipt; you must refer to the separate limited warranty document provided with the Device for information on the limitation and disclaimer of certain warranties and conditions. Remedies for breach of any such warranties will be limited to those expressly set forth in such documentation.

(b) No Warranty. If your Device did not include a limited warranty from us at the time of receipt, to the extent permitted by applicable law, you are accepting the Device "as is", and you are not entitled to replacement, repair or refund in the event of any defect.

(c) Disclaimer. To the extent permitted by applicable law, OTHER THAN WARRANTIES AS TO THE DEVICE EXPRESSLY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE AND THE RETAIL CUSTOMER LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN, WE MAKE NO WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OR CONDITION OF MERCHANTABILITY, REASONABLY ACCEPTABLE QUALITY, FITNESS OF THE DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY OR CONDITION ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY OR CONDITION THAT THE DEVICE OR ANY FIRMWARE OR SOFTWARE IS "ERROR FREE" OR WILL MEET CUSTOMER'S REQUIREMENTS. THE FOREGOING WILL NOT BE DEEMED TO LIMIT ANY DISCLAIMER OR LIMITATION OF WARRANTY OR CONDITION SET FORTH IN THE DOCUMENTATION

PROVIDED WITH THE DEVICE. DEVICE WARRANTIES DO NOT APPLY TO BUSINESS PLUS CUSTOMERS.

4.6 No Third Party Beneficiaries. No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

4.7 Content. You will be liable for any and all liability that may arise out of the content transmitted by or to you or any person, whether authorized or unauthorized, using your Service or Device (each such person, a "User"). You shall ensure that your and your User's use of the Service and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. We reserve the right to disconnect or suspend your Services and remove your or your Users' content from the Service, if we determine, in our sole and absolute discretion, that such use or content does not conform with the requirements set forth in this Agreement or interferes with our ability to provide Services to you or others. Our action or inaction under this Section will not constitute any review or approval of your or Users' use or content.

5. MISCELLANEOUS

5.1 Governing Law. The Agreement and the relationship between you and us is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with Section 5.2, you shall submit to the personal and exclusive jurisdiction of the courts located within the Province of Ontario and waive any objection as to venue or inconvenient forum.

5.2 Mandatory Arbitration and No Jury Trial. Except to the extent contrary to applicable law, any dispute or claim between you, any member of your household or any guest or employee of you and us arising out of or relating to the Service or Device will be resolved by arbitration before a single arbitrator administered by a Canadian arbitration organization of our choosing. The arbitration shall take place in Toronto, Ontario and shall be conducted in English. The arbitrator's decision will follow the plain meaning of the relevant documents, and will be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED, except to the extent such a limitation is prohibited by applicable law. All claims shall be arbitrated individually. Except to the extent contrary to applicable law, you shall not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL AND AN AGREEMENT TO BE SUBJECT TO JURISDICTION IN, AND CONDUCT ARBITRAL PROCEEDINGS IN, ONTARIO.

5.3 No Waiver of Rights. Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

5.4 Entire Agreement. This Agreement, including any future modifications as may occur within the terms of the Agreement, and the rates for Services found on our website constitute the entire agreement between you and Cable Cable Inc. and govern the use of the Service by you, members of your household, guests and employees. This Agreement supersedes any prior agreements between you and Cable Cable Inc and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

5.5 Severability. If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement will remain valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

5.6 French Language. The parties confirm that it is their express wish that this agreement, as well as any other documents relating to this agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté expresse que cette convention, de même que tous les documents s'y rattachant, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en langue anglaise seulement.

6. FUTURE CHANGES TO THIS AGREEMENT

We may change the terms and conditions of the Service and this Agreement, as well as amounts charged under this Agreement, from time to time. Notices will be considered given and effective on the date posted on www.cablecable.net/voip.htm, or as otherwise may be required by applicable law. Subject to applicable law, such changes will become binding on you on the date they are posted to our website and no further notice by us is required upon your continued use of the Service. The Agreement as and when posted or otherwise amended in accordance with applicable law, supersedes all previously agreed to electronic and written terms of service, including, without limitation, any terms included with the packaging of the Device

and also supersedes any written terms provided to Retail Customers in connection with retail distribution, including, without limitation, any written terms enclosed within the packaging of the Device. If this Agreement is amended and you do not wish to accept the amendment, you may terminate the Agreement as provided in Section 2.1.

7. PRIVACY

7.1 Network Security. Cable Cable Inc. myPHONE service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. Cable Cable Inc is not liable for any lack of privacy which may be experienced with regard to the Service. Please refer to our Privacy Policy at <https://www.cablecable.net/privacypolicy.html>

7.2 Personal Information. To the extent that personal information is provided by the customer in connection with this Agreement, the customer confirms that he or she consents, and that all other necessary consents have been obtained, to the use and collection by, and disclosure to, Cable Cable Inc, assignees of Cable Cable Inc, and their respective affiliates, agents and contractors for the following purposes: (i) providing products and services to the customer, (ii) contract management and administration, (iii) establishing a customer relationship and communicating with customers, (iv) developing, implementing and managing products and services for customers, (v) assisting in law enforcement purposes and collecting unpaid debts, (vi) protecting, managing and promoting their business interests and activities; (vii) providing information to the customer on other products and services which may be available; and (viii) otherwise as required or permitted by law. The customer may withdraw his or her consent in respect of clause (vii) above, without affecting his or her other arrangements with Cable Cable Inc, by notifying Cable Cable Privacy Officer in writing at mf@cablecable.net.

I agree that I have read and understand the 911 service limitations described in Section 1 above:

Name: _____ Date: _____

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