

# Planet Telecom Terms of Service: Compello Centrex and VoIP Services (Rev20080220)

These Terms of Service constitute the entire agreement ("Agreement") between Planet Telecom ("we," "us" or "Planet Telecom") and the user ("you", "user", end user, "customer") of Tasion Communications Inc.'s (herein referred to as "Planet Telecom") business communications services, specifically, Compello Centrex and/or VoIP services and any related hardware or services ("Service").

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

## **1) Term:**

The term of this Agreement ("Term") begins on the date that you purchase Services and continues for the duration of the service period as defined by the service plan that is selected by you ("Plan"). Service Plan for you is 1 year from date of signature unless other term is specified. Subsequent terms of this Agreement automatically renew on a monthly basis without further action by End User unless End User gives Planet Telecom written notice of non-renewal at least thirty [30] days before the end of the monthly term in which the notice is given. End User is purchasing the Service for full monthly terms, meaning that if End User attempts to terminate Service prior to the end of a monthly term, End User will be responsible for the full month's charges to the end of the then-current term, including, without limitation, unbilled charges plus any applicable disconnect fee, all of which immediately become due and payable. Expiration of the term or termination of the Services does not excuse the End User from paying all unpaid, accrued charges due in relation to the Agreement hereunder. If End User chooses to cancel the service before the end of the current Term, Disconnection Fees may apply.

## **2) Services**

Planet Telecom will provide you with the ability to make telephone calls from a telephone connected at your premises to the Planet Telecom's VoIP (Voice over Internet Protocol) telecommunications network, to telephone numbers assigned to the same local calling area and, for additional long distance charges, to telephone numbers outside the local calling area. The Services also include call management services and other value added features available for additional charges billed either monthly or on a per-use basis, such as voicemail, call display, last number callback, call forwarding, conference calling, etc. You are responsible for the use of the Services by any person. You agree to indemnify and hold Planet Telecom harmless from all losses, costs, damages, liabilities and expenses related to any violation of the Service Terms by such other persons, or in connection with their use of the Services.

### ***Requesting Service***

After the Services have been requested, you must provide Planet Telecom with a location on your premises to provide access to the Services and allow Planet Telecom to enter your property and premises in order to install, maintain and repair facilities and equipment. You must supply all facilities and equipment necessary to connect your facilities and equipment to Planet Telecom's network facilities, including all cabling inside your premises. If you cancel a request for Services after installation work has started, you will be charged the costs incurred for the installation, including the cost of equipment, materials and supplies specifically provided or used for the installation, the cost of labor, fees for engineering design and supervision, and any other expenses resulting from the installation and removal work.

The Services are provided to you subject to payment of all applicable service rates and any additional charges identified to you at the time you applied for the Services or otherwise in accordance with these Service Terms, including installation and activation fees, together with all applicable taxes. Additional charges authorized by these Service Terms may be charged on a one-time, monthly or per-use basis, as Planet Telecom may determine from time to time.

### ***Telephone Numbers***

You do not own or have any property rights in any telephone numbers assigned by Planet Telecom to you in connection with the Services. Planet Telecom may change such telephone numbers during the time this Agreement applies, where Planet Telecom reasonably determines that such change is necessary. Planet Telecom is not liable for any damages resulting from changes to telephone numbers.

### ***Directory Listing :***

At your direction, Planet Telecom will submit your company information for listing with the Yellow Pages Group, including Alpha (White) Pages (British Columbia and Alberta only), Yellow Pages and YellowPages.ca. You are responsible for supplying to Planet Telecom the required information and for determining where your listing will be placed in the Yellow Pages. Planet Telecom is not responsible for any errors or omissions caused by 3rd party listing services.

Planet Telecom uses, in whole or in part, the public internet and third party networks to supply its services and therefore cannot guarantee the quality of that service.

### **3) Payment and Collection:**

**(a)** Planet Telecom accepts payment by way of a major credit card, certified funds (certified check, bank draft or money order) or direct bank deposit to the account of Planet Telecom. Should you pay by credit card your 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 termination fee, if applicable, and any other outstanding charges & terminate your service. We may terminate your Service at any time in our sole & 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. Should you pay by certified funds or direct bank deposit you will be charged 3 months in advance.

**(b)** Collection. If your Service is terminated, 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.

### **4) Termination; Discontinuance of Service.**

**(a)** We reserve the right to suspend or discontinue the Service generally, or to terminate your Service, at any time in our sole and absolute discretion. If we discontinue the Service generally, or terminate your Service 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 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 termination fee, if applicable, all of which will immediately become due and payable.

**(b)** Planet Telecom may suspend the Services if you contravene any provision of these Service Terms, including your obligation to pay for the Services as charges become due. Planet Telecom may terminate the Services

**(i)** If you do not remedy any breach of these Service Terms within 15 days of receiving written notice of the breach from Planet Telecom

**(ii)** If you become a bankrupt or, if you are a business customer, a receiver or receiver-manager is appointed to manage the affairs of your business

**(iii)** For any reason, upon 30 days written notice to you. Upon termination of the Services, Planet Telecom shall have no obligation to maintain any voicemail messages, contact information or other content related to your use of the Services and you agree that all such messages, information and content may be deleted immediately without notice to you.

### **5) Rate Changes:**

Planet Telecom reserves the right to amend its rate structure provided the company informs you with 30 days written notice or publication of such a change on its website [www.planettelecom.com](http://www.planettelecom.com).

### **6) Billing Disputes:**

You must notify us in writing within seven days after receiving your credit card statement or prepaid invoice if you dispute any charges on that statement or invoice or you will be deemed to have waived any right to contest such charges. All notices of disputed charges should be sent to:

Planet Telecom  
#101, 10544 – 114 Street  
Edmonton AB  
Canada T5H 3J7 (or)  
Email [info@planettelecom.com](mailto:info@planettelecom.com)

## **7) Prohibitive Uses:**

**(a) Unlawful.** You shall use Compello Centrex and its hardware only for lawful purposes. We reserve the right to immediately terminate your Service if, in our sole and absolute discretion, we determine that you have used the Service and hardware for an unlawful purpose. In the event of such termination, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of your Service. If we believe that you have used the Service and hardware 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, Planet Telecom 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 and hardware 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 terminate your Service if, in our sole and absolute discretion, we determine that you have used the Service and hardware in any of the aforementioned ways. In the event of such termination, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of your Service. If we believe that you have used the Service and hardware 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, Planet Telecom 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

## **8) Copyright; Trademark; Unauthorized Usage:**

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.

## **9) Service Limitations:**

*DIFFERENCES TO TRADITIONAL TELEPHONE SERVICE:* You acknowledge and understand that Planet Telecom's Compello Centrex & VoIP Services are not traditional telephone services. There are IMPORTANT DIFFERENCES between traditional telephone services and the Service offering provided by Planet Telecom as set out in these Terms and Conditions.

## **PLEASE REVIEW THE SECTION BELOW IN ITS ENTIRETY**

### **IMPORTANT INFORMATION ABOUT YOUR EMERGENCY 9-1-1 SERVICE**

If you dial 9-1-1, you will automatically be routed to a specialized call centre that handles emergency calls. This call centre is different from the Public Safety Answering Point (PSAP) that would answer a traditional emergency call. You will be required to provide your name, telephone number and address to the call centre operator.

#### **9-1-1 ACCESS LIMITATIONS**

9-1-1 Service will NOT be available if your Internet connection is down or your other services are not available, e.g. in the case of a power failure. 9-1-1 Service may not be available when calling from outside Canada.

**a)** If you change the address from which you use your Compello Centrex or VoIP service, your access to 9-1-1 Service will change and will not work properly. Upon any move to a new address, or change of use of your Compello Centrex or VoIP service, immediately advise Planet Telecom by e-mail or by telephone.

If you fail to advise Planet Telecom of any changes, this will adversely affect your ability to access 9-1-1 Service.

#### **USER TIPS**

Ensure that you understand the 9-1-1 Service limitations and make all other potential users of the service aware of these limitations; 9-1-1 Service will not be available during a power outage or during an Internet outage. Therefore, it is always a good idea to have a backup power supply, such as UPS for such circumstances;

Ensure that your location information is always kept current with IRISTEL. If you do not keep your information current, and you are not able to speak during a 9-1-1 call, the emergency operator may assume that you are at the last registered address;

Be prepared to confirm your location and call-back number with the operator who answers the 9-1-1 call since the operator may not have this information;

During the 9-1-1 call, do not hang up until told to do so, and call back if you get disconnected.

**b) YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD THESE 9-1-1 SERVICE DIFFERENCES. BY ACCEPTING THESE TERMS, YOU ACCEPT PLANET TELECOM VoIP SERVICES ON THESE TERMS, AND HEREBY WAIVE ANY AND ALL CLAIMS OR CAUSES OF ACTION AGAINST PLANET TELECOM, ITS AFFILIATES, UNDERLYING CARRIERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS, LICENSORS, AND SUPPLIERS ARISING FROM OR RELATING TO THE PLANET TELECOM 9-1-1 SERVICE. YOU ALSO AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE ABOVE PERSONS FROM ANY SUCH CLAIMS FOR DAMAGES, INCLUDING LEGAL FEES. YOUR WAIVER AND INDEMNITY IN THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.**

**c) *Collect Call and Operators Services:*** Currently Not an Option. Planet Telecom does not currently offer collect calls or operator assistance via this Service.

**d) *Broadband Service Outage:*** You acknowledge and understand that service outages by your broadband internet service provider will prevent said Service.

**e) *Loss of Service Due to Power Failure:*** You acknowledge and understand that the Service does not work in the event of power failure. If there is an interruption in the power supply, the Service will not function until power is restored. A power failure or disruption may require You to re-set or reconfigure Equipment prior to restoration of the Service.

**f) *Service Outage Due to Suspension of Your Account:*** You acknowledge and understand that service outages due to suspension of your account as a result of billing issues will prevent all Service elements from operating.

**g) *Other Service Outages:*** You acknowledge and understand that if there is a service outage for any reason; such outage will prevent all Service, INCLUDING 911 SERVICE.

## **10) Changes to this Agreement**

As technologies and services progress, Planet Telecom may change the terms of the Agreement from time to time on (14) days advance notice to you. We may give you notice by:

**a)** Posting to the "Service Announcements" section of our Web Site, or

**b)** Electronic mail directed to the e-mail address you gave us when you signed up for Planet Telecoms' services, or to your current e-mail address if you have notified us that your e-mail address has changed. You are responsible for notifying us of any changes in your email address by e-mailing us at [info@planettelecom.com](mailto:info@planettelecom.com) and we may continue to use your previous e-mail address unless and until we have received your notice of address change.

**c)** Should you wish to modify any part of this agreement, including services or hardware, you are required to notify Planet Telecom in writing of your proposed changes. Planet Telecom will respond in writing as to the cost, advisability and acceptability of the requested changes.

## **11) Hardware Warranty:**

The Warranty on hardware purchased by you in conjunction with the Compello Centrex communication system shall be limited to the warranty offered by the manufacturer of the hardware.

## **12) Privacy:**

Planet Telecom uses, in whole or in part, the public internet and third party networks to supply its services and is not liable for any lack of privacy which may be experienced with regard to the service. You agree that the Planet Telecom Privacy Commitment, available for inspection at, [www.planettelecom.com/aboutus.asp#privacy](http://www.planettelecom.com/aboutus.asp#privacy), as it may be updated from time to time (the "Planet Telecom Privacy Commitment"), shall apply to your use of the Services. You hereby consent to the collection, use and disclosure by Planet Telecom and its agents of your personal information collected in connection with provision and/or use of the Services, for the purposes identified in the Planet Telecom Privacy Commitment.

**13) Limitations**

Limitation of Liability: Planet Telecom shall not be liable for any failure to provide its services at any time or from time to time, or any degradation of voice quality, that is caused by any of the following:

- a) Act or omission of an underlying carrier;
- b) Equipment, network or facility failure;
- c) Equipment, network or facility upgrade or modification;
- d) Force major events such as (but not limited to) acts of god; strikes; fire; war; riot; government actions;
- e) Equipment, network or facility shortage;
- f) Equipment or facility relocation; or
- g) Any other cause that is beyond Planet Telecom' control, including without limitation the failure of and degradation of voice quality. Planet Telecom's liability for any failure or mistake shall in no event exceed Service charges on account of the affected time period. PLANT TELECOM is not liable for incidental or consequential damages of any type.

UNDER NO CIRCUMSTANCES SHALL PLANET TELECOM, ITS PARENTS, SUBSIDIARIES, OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE IT'S EQUIPMENT, NETWORK OR FACILITIES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF PLANET TELECOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, PLANET TELECOM'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

**13.1 Indemnification:** Customer agrees to defend, indemnify, and hold Planet Telecom, its affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or Planet Telecoms' services, harmless from claims or damages by, or in the right of, Customer relating to this Agreement, Planet Telecoms' services. This paragraph shall survive termination of this agreement.

**14) Technical Support:**

As issues are identified, use the following process to escalate and resolve issues in a timely manner.

Planet Telecom will provide technical support via email or telephone (9 am to 5 pm MST).  
Email customer support at [support@planettelecom.com](mailto:support@planettelecom.com), or call Planet Telecom 1-866-296-7771 & select the "Technical Support" option.

**Your call will be responded to within 24 business hours, or next working day by one our team members.**

**15) Governing Law:**

Governing Law; The Agreement and the relationship between you and us are governed by the laws of the Province of Alberta 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, you shall submit to the personal and exclusive jurisdiction of the courts located within the Province of Alberta and waive any objections as to waiver or inconvenient forum.

**Company Name**

\_\_\_\_\_  
(Please Print)

**Customer Name & Position**

\_\_\_\_\_  
(Please Print)

\_\_\_\_\_  
(Signature)

**Date:** \_\_\_\_\_

**Planet Telecom Representative**

\_\_\_\_\_  
(Please Print)

**Position**

\_\_\_\_\_  
(Please Print)

\_\_\_\_\_  
(Signature)

**Date:** \_\_\_\_\_