

## GAZELLE TERMS OF SERVICE

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Your service details, these terms of service and any schedules attached to these terms of service ("**Schedules**"), along with any requested work orders and your invoice (which may include notices of changes to your contract) all taken together form the entire contract ("**Contract**") between you or your business ("**Customer**" or "**you**") and Gazelle Communications and/or (based on where your place of business is located or which services you subscribe to) a related Gazelle company ("**Gazelle**" or "**we**"). You should review the entire Contract. All of the parts are important and together create a legal agreement that applies to you once you have accepted it. Gazelle relies upon your word that you have reached the legal age of majority and are authorized to enter into this Contract. To help you to understand your rights and obligations under this Contract, these terms of service are written in a question and answer format.

**1. How do I accept my Contract with Gazelle?** You are considered to accept this Contract on the earlier of the date: **(a)** you receive a copy of these terms of service; or **(b)** you access or use Gazelle Services (defined in **Section 2**), unless otherwise determined by applicable laws. You understand and agree that you are bound by this Contract, now and in the future; **(c)** any build or provisioning process takes place. You must not use the Gazelle Services if you do not agree to this Contract.

**2. What is covered by this Contract?** This Contract is for Gazelle Services. The "**Gazelle Services**" or "**Services**" (as they will be called in this Contract) include the installation and provision of Internet Services ("**Business Internet**"), Phone Services ("**Business Phone**"), Internet Protocol Television Services ("**IPTV**"), and Contact Center Solutions ("**Hosted Contact Centre**") and any additional features. Together IPTV and any resold carrier Television Services are called "**Business TV**". The Gazelle Services include additional equipment owned by Gazelle (including equipment rented from Gazelle) ("**Gazelle Equipment**") that you may need to receive the Gazelle Services, such as devices, receivers, SmartCards, modems, routers, accessories, hardware, networks, platforms, batteries and/or other products. The Gazelle Services covered by this Contract do not include services provided to you by our mobile affiliates, Rogers Wireless, Telus, Bell Mobility, AT&T, Sprint or T-Mobile; or FibreOP services provided to you by Bell Aliant for Gazelle.

**3. Can Gazelle make changes to this Contract?** Gazelle may change the Contract, including the Fees (defined in **Section 17**) and Gazelle Services, by giving you at least **30** days' prior notice in writing of the change. For Gazelle Services provided for a Fixed Term (defined in **Section 16**), every calendar year, Gazelle may increase the Fees up to **10%** before discounts are applied. Gazelle may give you notice by posting it on our website, by including it on your invoice, by sending it to you by email, or by any other reasonable method. Subject to Gazelle's right to make changes, no other statements (written or verbal) will change this Contract.

**4. What if I want to refuse a change to this Contract made by Gazelle?** If you want to refuse the change, you can cancel the Gazelle Service affected by the change as set out in **Section 59**.

**5. Can I make changes to the terms of service that are in this Contract?** You may not make any changes to these terms of service. However, depending on the Gazelle Service you subscribe to and your plan details, you may be able to add or remove certain Services or features. You will need to check your plan details to see if additional fees may apply.

**6. What if parts of this Contract become unenforceable?** If any part of this Contract becomes outdated, prohibited or unenforceable, the remaining terms will continue to apply to you and Gazelle. Remember that even if Gazelle decides not to enforce any part of this Contract for any period of time, the term still remains valid and Gazelle can enforce it in the future.

**7. I subscribe to a Gazelle Service that is regulated. Does this Contract still apply?** For Gazelle Services that are regulated by the Canadian Radio-television and Telecommunications Commission ("**CRTC**") ("**Regulated Gazelle Services**"), the Tariff applies in addition to this Contract. **If there is an inconsistency or conflict between this Contract and the Tariff, then the Tariff prevails.**

**8. What happens if the CRTC stops regulating my Regulated Gazelle Service?** If the CRTC decides it will no longer regulate a Regulated Gazelle Service or a feature of a Regulated Gazelle Service (sometimes referred to as "forbearance"), then Gazelle will continue to honour the terms of the Tariff as though your Gazelle Service were still regulated until your term (which is called your "minimum contract period" in the Tariff) expires. After your minimum contract period expires, only this Contract will continue to apply.

**9. What laws apply to this Contract?** Because Gazelle is federally regulated, this Contract is governed by the federal laws and regulations of Canada and any provincial laws which might apply to Gazelle in the province in which your Gazelle Service is provided.

**10. How are claims against Gazelle resolved?** All claims and other disputes you may have against Gazelle under the law, in contract, in tort or otherwise, in connection with the Contract, Gazelle Services or Gazelle's advertising or marketing will be determined, to the extent permitted by applicable law unless otherwise agreed, by final and binding arbitration by a single arbitrator, to the exclusion of the courts, in the province or territory of your billing address, in accordance with: **(a)** Gazelle's arbitration policy, as amended; and **(b)** the applicable arbitration legislation in effect in the province or territory of your billing

address. If your billing address is outside of Canada, the arbitration shall take place in Ontario, in accordance with the arbitration legislation in effect in that province.

**11. Can this Contract be transferred?** Gazelle may transfer or assign all or part of this Contract (including any rights in accounts receivable) at any time without prior notice or your consent. You may not transfer or assign this Contract, your account or the Gazelle Service without Gazelle's prior written consent.

**12. What if I prefer this Contract to be in French?** You are receiving this Contract in English because you requested a copy in English. *Vous avez demandé que cette entente ainsi que tous les documents en faisant partie soient rédigés dans la langue anglaise mais si vous souhaitez que votre entente soit en français, veuillez communiquer avec nous, aux coordonnées indiquées à la fin de ce document.*

## 9-1-1

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**13. Are there any times when 9-1-1 is not available?** Yes. Gazelle Services, including your 9-1-1 emergency call routing service ("**9-1-1 Service**") will not work during network outages, including during planned hardware or software upgrades.

**14. Are there any times when Gazelle Business Phone Services using the voice over IP protocol ("**VoIP Services**") are not available?** Yes. VoIP Services, including 9-1-1 Service, will not work:

- a) during power outages if there is no battery back up, or once the battery back up has been depleted;
- b) if the hardware provided and installed by Gazelle in connection with the VoIP Services ("**VoIP Equipment**") has been tampered with, damaged or relocated.

For VoIP Services (including 9-1-1 Service) to work, you are responsible for: **(1)** the supply of electrical power; and **(2)** the proper maintenance of the VoIP Equipment and Your Equipment (defined in **Section 48**), including replacing the battery, if any, and contacting Gazelle for technical servicing when prompted to do so or as required, unless otherwise specified by Gazelle.

**Gazelle is not responsible to anyone for any inability to access 9-1-1 Service or use the VoIP Services as a result of these limitations or your failure to comply with these requirements, to the extent permitted by applicable law.**

**15. Can I access and dial the 9-1-1 Service with Gazelle Business VoIP Services?** That depends where you are dialing 9-1-1 from ("**Emergency Call**"):

**a) Emergency Calls made from your Service Address:** When you dial 9-1-1 from Your Equipment (defined in **Section 48**) enabled for the VoIP Service and connected to the VoIP Equipment located at the address you requested Gazelle to provide the Service to you ("**Service Address**"), your Emergency Call is handled in the same manner as emergency calls dialed from a traditional wireline phone service i.e. your Emergency Call and the Service Address information are automatically sent to the nearest emergency response centre.

**b) Emergency Calls made using the VoIP Service on a mobile device connected to a mobile network:** When you dial 9-1-1, your emergency call is handled in the same manner as emergency calls dialed from a mobile phone service i.e. your emergency call and location information are automatically sent to the nearest emergency centre.

**c) Emergency Calls made in Canada from any other location than your Service Address or from a mobile device that is not connected to a mobile network:** There are important limitations. Your Emergency Call and location information are not automatically sent to the nearest emergency response centre. **You must inform anyone using the VoIP Service about these limitations.** The Emergency Call is first answered by a third-party operator. You must be ready to provide your location information to the operator who will then route the Emergency Call to the appropriate emergency response centre based on the information you provided. If you cannot speak, do not hang up. Gazelle makes available a portal in which you can verify and update your location. This location information will be transmitted to the

operator who will then route the Emergency Call based on the address in the portal. **This is why it is crucial that you keep your location information up-to-date in this portal.**

**d) Emergency Calls made from outside of Canada: Please use another phone service.** An operator may answer the call but will not be able to transfer it to the appropriate emergency response centre.

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## Term and Renewal

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**16. How long is my Contract for Gazelle Services?** Gazelle Services are provided to you on an ongoing monthly basis (“**Month-to-Month Term**”), unless when you order the Gazelle Services, you and Gazelle agree to a minimum contract period (“**Fixed Term**”) for a particular Gazelle Service. The Fixed Term, upon expiration, will renew automatically for the same period as originally agreed, subject to Gazelle’s then-applicable terms of service and Fees (defined in **Section 17**). Gazelle will notify you of the renewal of the Fixed Term on your invoice, by email, or by any other reasonable method. If, less than 6 months prior to the end of the Fixed Term, you add any new Gazelle Services then all your Gazelle Services (pre-existing and new) may be under a new common Fixed Term, at the then current Fees and Gazelle’s terms of service. The Fixed Term or Month-to-Month Term as continued is called the “**Term**”.

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## Fees, Billing and Payment

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**17. How does Gazelle bill me for Gazelle Services?** Unless Gazelle tells you otherwise, Gazelle will bill you monthly, in advance. You must pay all fees for Gazelle Services, whether recurring or one-time charges (“**Fees**”) and taxes, within **30** days of Gazelle’s invoice date or at a date specified when you ordered the Service (one date or the other, a “**Due Date**”). If payment is not received by Gazelle within **30** days of the Due Date, you will be charged interest from the Due Date on the balance owing at the compounded interest rate set out in **Schedule A**, calculated and compounded monthly from the Due Date (“**Late Payment Charge**”). If your payment is still not received within **60** days of the Due Date, Gazelle may stop providing you the Services, and you may not access content stored as part of the Services, such as web pages, files and emails. This content will be archived for up to **30** days (i.e. up to a total **90** days from the Due Date). If you still have not paid by the end of the archive period, Gazelle may destroy your content. Gazelle may charge you additional Fees to restore access to the content after it was archived. Gazelle is not responsible for any errors, loss of information or other mishap during the archive period or after the content is restored. If you or Gazelle cancel a Service for any reason, any recurring Fees that were billed at the beginning of your billing cycle will not be refunded. Gazelle may bill you for Fees and applicable taxes up to **12** months after the date they were incurred.

**18. How can I pay my bill for Gazelle Services?** You can pay your bill online through your bank account, by cheque (through the mail) or with select credit cards. Card transactions are subject to a reasonable recovery fee, sometimes known as a processing fee. You may also set up a pre-authorized payment plan. If you provide a credit card or bank account (or other pre-authorized payment method) to Gazelle for your monthly payments, you authorize Gazelle to charge your credit card or debit/charge your account for all outstanding Fees, taxes and account balances due under this Contract, including any applicable Late Payment Charges and Cancellation Charges (defined in **Section 60**), and this constitutes Gazelle’s good and sufficient authority for doing so. You confirm that the credit card or bank account is in your name, is valid and has not expired. You must promptly advise Gazelle if your credit card or bank account information changes.

**19. What if I dispute a Fee on my invoice?** If you question or dispute any Fees on your invoice, you must do so within **15** days of the Due Date; otherwise we will presume that you accept all Fees. Disputed Fees will not be considered past due unless Gazelle has conducted an investigation and concluded that the Fees are correct and there is no basis for the dispute, or reasonably believes you are using the dispute to evade or delay payment. You must pay all undisputed portions of the Fees within **30** days of the original Due Date, failing which the undisputed portion of the Fees will be past due and you will be charged, and must pay, the Late Payment Charge for the undisputed portion.

**20. How do discounts or promotions work?** Gazelle will apply any discounts, incentives or promotions (including promotional bundle fees or credits) to your account while: **(a)** Gazelle maintains these discounts, incentives, or promotions; and **(b)** you meet the applicable eligibility requirements. Gazelle may change any discounts, incentives or promotions and the eligibility requirements at any time.

**21. What additional charges may be applied to my invoice?** Gazelle may charge additional Fees to offset administrative, processing, environmental or service costs for your account (for example, Fees for collections efforts due to non-payment or returned payments, suspension, disconnection or reactivation of Gazelle Services). Some of these charges can be found on our website or in **Schedule A**, and may change over time.

**22. How can I be sure that Gazelle has accurate contact information for my account?** You are responsible for keeping the contact and payment information you provide to Gazelle (including name, authorized contacts, mailing address, email address, Service Address, phone number, and any authorized users) up to date. If this Contract is cancelled, you will provide Gazelle with forwarding information for final invoices or correspondence if your new contact information is different from the information we have

on file. Failure to provide a forwarding address may result in the forfeiture of any outstanding credits or deposits on your account.

**23. Am I responsible for usage charges over my plan limits?** You are responsible for choosing the Gazelle Service package that is most appropriate to your needs. Any usage in excess of the limits applicable to the Gazelle Service subscribed to will be charged to you at the rates published on our website. It is your responsibility to monitor and manage your monthly activity and to ensure your usage remains appropriate to your Gazelle Service package.

**24. Will Gazelle ever require a deposit or interim payment?** In exceptional circumstances, Gazelle may require you to pay the Fees and applicable taxes on an interim basis, despite your monthly billing cycle. If this happens, you must pay these amounts on or before the required due date to avoid cancellation or suspension of your Gazelle Services. Gazelle may also require you to make deposits and will provide you with the reason for requiring a deposit. Deposits will earn simple interest based on the overnight rate of the Bank of Canada that is then in effect plus **1.25%**, calculated monthly on the last day of your monthly billing period, prorated for any partial month Gazelle holds the deposit. When Gazelle Services are cancelled or the conditions justifying the deposit no longer apply, Gazelle will apply the deposit and any earned interest against the outstanding Fees or other amounts you owe to Gazelle and/or any Gazelle Company (defined in **Section 25**), then refund you the balance of the deposit, if any.

**25. What if I owe money to another Gazelle company?** If your account with Gazelle Communications, Gazelle Integrated Communications, iuplink or any of our Gazelle affiliates (each a “**Gazelle Company**”) is in arrears, Gazelle may invoice you for, collect or set off any amounts owed to these Gazelle Companies. Gazelle may also refuse to provide you with any Gazelle Services if you do not pay amounts owed to these Gazelle Companies.

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## Your Information

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**26. How does Gazelle protect my personal information?** Gazelle protects your personal information in a manner consistent with Gazelle’s Privacy Policies available at [gazellecorporation.com/privacy](http://gazellecorporation.com/privacy) and applicable laws. By entering into this Contract, you agree that Gazelle may share your information with each of the Gazelle Companies or relevant affiliates and partners.

**27. Does Gazelle perform credit checks or report credit history? Yes, Gazelle may perform credit checks on you and obtain information about your credit history from a credit reporting agency, credit grantor, other Gazelle Company to activate Services you ordered, or to assist in collection efforts. Gazelle may also disclose your Gazelle credit history to credit reporting agencies, credit grantors, collections agencies, and/or another Gazelle Company, or relevant affiliates and partners.**

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## Responsible Use of Gazelle Services

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**28. Are there any rules regarding my use of Gazelle Services?** Yes. Abuse or misuse of Gazelle Services impacts every customer of Gazelle and is something Gazelle takes very seriously – **and which could result in the cancellation of your Contract with Gazelle, or lead to criminal or civil charges.** Remember that Gazelle Services include Gazelle Equipment. Failure to comply with these rules may result in Gazelle modifying, removing or disabling the software used in Your Equipment (defined in **Section 48**) so that Your Equipment no longer works. For example, you are prohibited from:

- a) using, enabling, facilitating, or permitting the use of any Gazelle Service for an illegal purpose, criminal or civil offence, intellectual property infringement, harassment (including disruptive, intimidating, annoying or offensive calls/transmissions), or in a manner that is abusive or that would breach any law, regulation or the policies of any Internet host, or cause interference with Gazelle’s network operations (including preventing a fair and proportionate use by others);
- b) installing, using or permitting the use of any Gazelle Services without reading and accepting (or in contravention of) the terms of any separate license agreement or terms of use provided to you by Gazelle for the use of software, content (including Programming (defined in **Section 42**)) and/or documentation (as applicable) in connection with the Gazelle Services;
- c) enabling, facilitating or permitting the transmission of unsolicited messages such as spamming, phishing or junk faxes. Gazelle may (i) filter any e-mail determined by Gazelle to be spam from your in-box to an anti-spam folder and delete this email; and (ii) set a limit on the number of messages a Customer may send or receive through e-mail;
- d) uploading or downloading, making available, transmitting, posting, publishing, disseminating, receiving, retrieving, storing, linking to or otherwise reproducing, offering, distributing, enabling or providing access to information, software, content, files or other material which: (i) is confidential or protected by copyright or other intellectual property rights without prior authorization of the rights holder(s); (ii) is defamatory, discriminatory, violent, obscene, child pornography or hate propaganda; (iii) constitutes invasion of privacy, impersonation, forging, appropriation of identity or unauthorized linking or framing; or (iv) is designed to assist users in defeating technological protection measures (like geoblocks, registration and any other anti-theft mechanisms) or in the fraudulent use of telecommunications or broadcasting services;

- e) using any Gazelle Service for anything other than your own use (such as reselling, remarketing, transferring, sharing or receiving any charge or other benefit for the use of any Gazelle Service);
- f) attempting to receive any Gazelle Service without paying the applicable Fees, modifying or disassembling Gazelle Equipment, changing any identifier (explained in **Section 36**) issued by Gazelle or a Gazelle Company, attempting to bypass Gazelle's network, or re-arranging, disconnecting, removing, repairing or otherwise interfering with Gazelle Services, Gazelle Equipment or Gazelle's facilities;
- g) adapting, reproducing, translating, modifying, decompiling, disassembling, reverse engineering or otherwise interfering with any software, applications or programs used in connection with Gazelle Services (whether owned by or used under licence to Gazelle) for any purpose including "testing" or research purposes; or modifying, altering, or defacing any of the trade-marks, or other intellectual property made available through Gazelle Services or using any indemnity or intellectual property except for the express purpose for which such intellectual property is made available to you through Gazelle Services;
- h) posting or transmitting any information or software containing a virus, "cancelbot", "Trojan horse", "worm" or other harmful or disruptive component or committing any act which may compromise the security of your Internet host in any way (including analyzing or penetrating a host's security mechanisms); and
- i) using harassing or abusive language or actions, whether verbal, written or otherwise, directed at Gazelle employees, suppliers, agents and representatives.

**29. How does Gazelle help to ensure the responsible use of Gazelle Services?** Gazelle works hard to ensure continued efficient operation of the Gazelle Services. Gazelle has the right (but not the obligation) to monitor Gazelle Services (electronically or otherwise), including your use of Gazelle Services and the location of any Equipment (defined in **Section 48**) receiving the Gazelle Services. From time to time, Gazelle may ask you to connect Equipment to a specific network so that Gazelle may verify its location and you must immediately do so. Gazelle may monitor or investigate any content, use of Programming or your use of Gazelle's networks, including bandwidth consumption and how it affects operation and efficiency of the network and Gazelle Services. Gazelle may disclose any information necessary to satisfy any law, regulation, governmental or other lawful request from any applicable jurisdiction or as necessary to operate and optimize Gazelle Services and to protect itself or others or take other actions as set out in **Section 62**.

**30. How do I help protect my Gazelle account?** You are responsible for the protection of your account(s) and password(s) and for all use of your account, the Gazelle Services and Gazelle Equipment by yourself and other users (authorized or not). You must also protect your computer systems, software, and the Equipment from theft, unauthorized use and system corruption. Gazelle may require you to create passwords or encryption keys to use certain Gazelle Services. If you lose these passwords or keys, your content may be lost and Gazelle may not be able to retrieve it. You are responsible to back up and safeguard your data, including your email and voicemail messages. Gazelle may delete your data if the Gazelle Service is cancelled, or if you fail to access it within a certain period of time (as determined by Gazelle). If you have concerns about unauthorized persons ordering Gazelle Services without your permission, you should investigate the appropriate use of parental controls, passwords and personal identification numbers (PIN) for your account, depending upon the Gazelle Service you are concerned about.

**31. What am I responsible for if my Gazelle account is compromised?** You must notify Gazelle immediately should you suspect unauthorized use of the Gazelle Services or if Gazelle Equipment is lost or stolen. You are responsible for payment of all Fees and taxes charged to your account, whether authorized by you or not, which is why it is so important to protect your account and keep account information (including authorized users) up-to-date.

## Gazelle Services

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**32. Do I need to do anything to help Gazelle provide Services to me?** Where required, you shall: **(a)** appoint Gazelle to act as your agent solely to ensure Gazelle can provide you with the requested Gazelle Services, including (if necessary) cancelling services with your current service provider(s) and ensuring Gazelle's right to access and use the inside wiring at your Service Address; and **(b)** permit Gazelle to install, replace, remove, update or modify software as required to provide Gazelle Services. Gazelle is not responsible for the state or condition of existing wiring or Your Equipment (defined in **Section 48**) and may require repairs or modifications in order to install Gazelle Services. Gazelle or its third-party provider may require that you install software on Your Equipment. Gazelle and its third-party providers only grant you a non-exclusive licence to use that software for your own use, on certain of Your Equipment, while you subscribe to the applicable Gazelle Service.

**33. What if I am experiencing technical issues with the Gazelle Services?** Please contact Gazelle for technical support. When providing you with technical support, you agree that Gazelle (including third-party service providers who may be located outside of Canada) may access, take control of the Equipment by remote control, including the installation and, where applicable, de-installation of certain software. Gazelle's technical support contact information is set out at the end of this Contract.

**34. Are there circumstances when Gazelle might not be able to provide Services to me?** Unfortunately, yes. The check(s) completed by Gazelle (or a Gazelle affiliate) when you placed an order for Gazelle Services are preliminary. Due to the nature of technology, Gazelle may deem a Gazelle Service unavailable to you up to, including, and after installation. The performance and availability of the Service may depend on several factors, including the location of Equipment, the structure to which the Equipment is attached, the configuration of the Equipment, weather conditions or even third-party restrictions that Gazelle does not control.

**35. I subscribe to Business IPTV. Do I also have to subscribe to Business Internet?** Yes. You must continuously subscribe to a Business Internet Service package compatible with the Business IPTV Service in order to receive Business IPTV.

**36. Do I own the numbers/identifiers that Gazelle assigns to me?** No. Gazelle may issue or assign to you certain unique identifiers for the Gazelle Services (e.g., a phone number, IP address, e-mail address, web space URL, host name, etc.). You do not own or acquire any right in any assigned number or identifier. Gazelle may, at any time and without liability, change or withdraw any number or identifier assigned to you.

**37. What if the Gazelle Services require a domain name?** You either have to provide your own domain name or, by subscribing to Gazelle Domain Name Service, Gazelle may, subject to availability, register or renew one for you. If you provide your own domain name, you are responsible for keeping it active with the applicable third-party registrar (for example, CIRA for the top-level domain .ca). If Gazelle registers or renews a domain name for you, Gazelle is acting only as a reseller of domain name. Gazelle is independent from the third-party registrars. Therefore, by subscribing to Gazelle Domain Name Service, you are agreeing to the terms set out by the third-party registrar and Gazelle is not responsible for the third-party registrar's actions or decisions. Fees for Gazelle Domain Name Service are non-refundable. When subscribing to Gazelle Domain Name Service, you consent to the public disclosure of WHOIS information.

**38. Do I own the web site designed by Gazelle as part of Gazelle Web Site Design Services?** When you order Gazelle Web Site Design Services, Gazelle builds you a web site based which may be custom-designed or based on a Gazelle template, with the content you provide to Gazelle, and according to the specifications you provide in the request form. The content you provide to Gazelle remains yours. But all rights relating to the other elements of the Gazelle Service, such as the template, software, hardware, documentation, and the web site itself, whether they are created by Gazelle or a third-party provider, remain Gazelle's or the third-party Web Site Design provider's property. Gazelle and its third-party providers only grant you a licence to use the designed web site for your own use, with Gazelle Hosting Service. This licence is perpetual, non-exclusive and you cannot transfer it to anyone else. You cannot reproduce, modify, reverse engineer, or create derivative works of the designed web site (such as in printed materials or trade-marks).

**39. How do I transfer a phone number I have been assigned?** The process depends on whether you are transferring the phone number to or from Gazelle.

**a) Transfers to Gazelle.** Gazelle will request your existing service provider to "transfer-in" or "port-in" your existing assigned phone number if you: **(i)** confirm that you have the right to make the request; **(ii)** authorize Gazelle to share with your existing service provider your information relevant to the transfer request (which may include personal information); and **(iii)** complete and sign any required request form. You are responsible for payment of fees owed to your existing service provider, including any applicable cancellation charge.

**b) Transfers from Gazelle.** Upon your request or at the request of your new service provider, if your assigned account and phone number are active, Gazelle will, upon cancellation of your Business Phone Services, process a "transfer-out" or "port-out" request for the phone number assigned to you to your new chosen service provider. You are responsible for all Fees and taxes associated with the transfer from Gazelle, including any applicable Cancellation Charges.

Gazelle is not responsible for any interruption, disruption or disconnection of any services associated with the phone number which is the subject of a transfer request. A "transfer" of a phone number does not include the transfer of any associated services (including voicemails), or Gazelle Equipment.

**40. Am I responsible for content that I provide in connection with Gazelle Services?** Gazelle assumes that you own any content you post, upload, store, transmit or communicate to others using the Gazelle Services, including data, documents, videos, music, photos, etc. or that you have the necessary rights to use it. You are responsible for this content. Gazelle is not liable for the unauthorized use or distribution of this content (including third-party content).

**41. Can Gazelle use my content?** To provide Gazelle Services, Gazelle may need to use, copy, adapt, transmit, display, publish and perform, distribute and create compilations and derivative works from your content. By agreeing to receive the Gazelle Services, you waive your moral rights and you authorize Gazelle to perform these activities in relation to your content anywhere in the world, solely as required for Gazelle to provide you the Gazelle Services. You acknowledge that Gazelle may store your content so you can access such content, but that if you fail to access such content within a certain period of time (as determined by Gazelle), or if the applicable Gazelle Service is cancelled, Gazelle may delete such content without notice to you.

**42. What content does Gazelle provide?** Gazelle provides content as part of certain Gazelle Services, including programming packages and subscriptions, pay per view ("PPV") services, on-demand ("On Demand") services, interactive services, applications, a la carte programming and any other related Services that Gazelle provides to you ("Programming").

**43. What are the rules for PPV and On Demand services?** All sales of PPV or On Demand Programming are final. If Gazelle is unable to provide any PPV or On Demand Programming that you have ordered, Gazelle will credit you the amount charged for that PPV or On Demand Programming. If permitted by applicable law, Gazelle is not responsible for cancelled events or failure to provide any PPV or On Demand Programming. Certain PPV or On Demand Programming may only be ordered if you also subscribe to other Programming.

**44. Is the Programming I subscribe to always available?** All Programming is provided on a "subject to availability" basis. Certain Programming transmitted by the authorized Gazelle affiliate, including sports events, may be "blacked out" in your area of reception sometimes for copyright or other reasons. Programming may also be subject to temporary interruption due to causes outside of Gazelle's control (such as the weather or satellite failure). Gazelle will not refund charges or credit you for the blackout period or temporary interruptions.

**45. Can I display the Programming I subscribe to anywhere and to anyone?** The Programming may only be displayed at your Service Address at no charge to viewers. Your Service Address cannot be an entertainment or sports venue such as a theatre, cinema or arena. You agree not to access, receive, listen to or view (or try to access, receive, listen to or view) any of the Programming outside of your Service Address. You may not maintain simultaneously multiple receivers that are active at different locations on one Gazelle TV account.

**46. Can I rebroadcast the Programming I subscribe to?** No. The Programming may not be rebroadcast, copied, transmitted or performed in any form, and no admission may be charged, or any other consideration received by or for your benefit from any third party in return for allowing such third party to listen to or view any Programming provided by Gazelle.

**47. Can I downgrade the Programming I subscribe to?** Yes. You may downgrade your Programming online or by notifying Gazelle Client Care, if your account is in good standing with all payments up to date. Gazelle will deactivate the Programming you request to be cancelled and activate any new Programming effective as of the next billing cycle date after Gazelle receiving your request. No credit or refund will be payable in respect of such cancelled or downgraded Programming.

## Equipment

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**48. Who is responsible for the Equipment I need to use the Gazelle Services?** You are responsible for the equipment and systems you own ("**Your Equipment**") and any Gazelle Equipment you use with the Gazelle Services (together, "**Equipment**") and all associated risks. You are responsible for maintaining safe access to and the security of the Equipment, and any data backup required, is your responsibility. You must take reasonable care of any Gazelle Equipment and maintain it in good working condition following the manufacturer's recommendations and Gazelle's instructions ("**Good Condition**"). You must ensure that Your Equipment meets Gazelle's minimum requirements to use Gazelle Services at all times. Gazelle may also replace, upgrade or modify the Gazelle Equipment required for the use of Gazelle Services, migrate your Gazelle Services to other networks or platforms, or change its suppliers and may do so without notifying you.

**49. Who installs the Equipment?** All Equipment must be installed and activated by Gazelle at the Service Address, unless Gazelle tells you otherwise. Once installed, the Equipment may not be moved other than as permitted in this Contract. The installation of Equipment may be subject to installation charges.

**50. What happens if Equipment becomes out of date?** Gazelle may change the minimum requirements for Equipment, in which case you may need to update or replace Your Equipment. If you fail to do so, Your Equipment might not be adequate to access or use Gazelle Services and your only remedy is to cancel the affected Gazelle Services. Gazelle does not guarantee that Gazelle Services will be compatible with all system configurations.

**51. Does Gazelle provide software updates?** You may receive software downloads from Gazelle to your Equipment to the extent that such downloads are reasonably necessary for the continued efficient operation of your Gazelle Services. For example, Gazelle may update or upgrade the software in the Equipment to ensure that it remains compatible with and functions properly with any technological improvements made by Gazelle to the Gazelle Services. Sometimes Gazelle may have to modify or remove some software features to introduce new features and to ensure the Equipment remains compatible with such technological improvements.

**52. Can I move the Equipment once it is installed?** You must not use, alter or disturb any Equipment or the inside wiring in any way that might impact the provision of Gazelle Services. Remember that additional Fees may apply if any repair or restoration is required unless Gazelle tells you otherwise.

**53. Can I rent Gazelle Equipment?** In some cases, you may be able to rent the Gazelle Equipment needed to obtain Gazelle Services Month-to-Month or for a Fixed Term, depending on available rental options ("**Rental Term**"). A maximum Rental Term

may apply. Unless you exercise an option to purchase the Gazelle Equipment, the Gazelle Equipment will remain the property of Gazelle. Gazelle may, in its discretion and at any time, replace any part of the Gazelle Equipment with new or refurbished equipment of comparable functionality. Note that all SmartCards always remain the property of Gazelle even in the case of Satellite TV receivers purchased by you. Any limited warranties found in the user manuals of any Gazelle Equipment do not apply to rental equipment.

**a) What happens if Gazelle Equipment is lost, stolen or damaged?** If you rent Gazelle Equipment, the risk of loss, theft or damage passes to you upon the earlier of **(i)** you taking possession of the Gazelle Equipment; or **(ii)** the completion of the installation by Gazelle of the Gazelle Equipment. You are responsible for replacing Gazelle Equipment at your own cost and for all Fees incurred as a consequence of its loss, theft, destruction or damage. To the extent permitted by applicable law, Gazelle may, in its discretion and without liability to you, enter onto your property and inspect, maintain, repair, relocate or replace any Gazelle Equipment as needed.

**b) When do I return Gazelle Provided Equipment?** You will follow Gazelle's instructions regarding the return to Gazelle of all of Gazelle Equipment, which must be returned in Good Condition (reasonable and normal wear and tear excepted) within **30** days from

**(i)** the cancellation (by you or Gazelle) of the applicable Gazelle Service or this Contract; or **(ii)** upon Gazelle's request.

**c) What happens if I don't return Gazelle Equipment or return it damaged?** To the extent permitted by applicable law, if you fail to return any of the Gazelle Equipment as required by Gazelle in Good Condition within **30** days, Gazelle may charge you the Gazelle Equipment non-return fees as set out in **Schedule A**, plus applicable taxes.

**d) What happens to the Gazelle Equipment when it is no longer useful?** Upon cancellation, or at the end of the Gazelle Equipment's expected useful life (as determined by Gazelle), Gazelle may either **(i)** attend at your Service Address to remove the Gazelle Equipment (in whole or in part) subject to a removal fee, in which case you will obtain and grant, at your cost, all approvals necessary for Gazelle to attend at your Service Address for de-installation and removal of Gazelle Equipment; **(ii)** abandon and leave the Gazelle Equipment (in whole or in part) at your Service Address; or **(iii)** request that you return the Gazelle Equipment as set out above. You expressly acknowledge that Gazelle is not responsible for any costs or damages associated with de-installation or removal of the Gazelle Equipment unless caused by Gazelle's intentional fault, negligence or poor workmanship at the time of de-installation or removal.

## Gazelle's Liability

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**54. Are there any warranties on the Gazelle Services?** To the extent permitted by law, Gazelle makes no warranties, representations, claims, guarantees or conditions of any nature, express or implied, including fitness for a particular purpose, merchantability, title or non-infringement, with respect to any Gazelle Services. Gazelle assumes no liability for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of any Gazelle Services, even where such unavailability occurs after installation of the Gazelle Services.

**55. Are there any warranties on Equipment that I purchase from Gazelle?** Your Equipment may have a manufacturer's warranty. Please review any manufacturer's warranty to understand what protection it offers and what exclusions apply.

**56. How does Gazelle limit its liability?** To the extent permitted by applicable law, **Gazelle's liability for negligence, breach of contract, tort or other causes of action, including fundamental breach, is limited to payment, upon request, for actual and direct damages of a maximum amount of the greater of \$20 or an amount equal to the service fees payable during any service outage. Other than the foregoing payment and to the extent permitted by applicable law, Gazelle is not responsible to anyone for any damages, including direct, indirect, special, consequential, incidental, economic, exemplary or punitive damages. This limitation of liability does not apply to damages resulting from physical injuries, death or damage to your Service Address or other property wholly caused by Gazelle's gross negligence.**

**57. Are there any circumstances when Gazelle has no liability at all?** In addition to the circumstances described elsewhere in this Contract including **Section 56**, Gazelle is not responsible for any claims if an installation appointment for any Gazelle Services is missed, or for any claims related to distribution of content by you or third parties. More generally, Gazelle will not be responsible for failing to meet obligations due to causes beyond its reasonable control, including work stoppage, labour disputes and strikes, pandemics, war, terrorism, civil insurrection, government decree, failure of the public power grid, unlawful acts, or the act or omission of a telecommunications carrier whose network is used in establishing connection to a point which Gazelle doesn't directly serve, acts of nature and all *force majeure* events.

**58. Do these sections about Gazelle's liability apply to third parties?** Some parts of the Gazelle Services (including software) may be provided to you by Gazelle's third-party providers like, for example, Microsoft. These third-party providers are intended to be beneficiaries of this Contract and as such, this Contract, including this section on Gazelle's liability, also applies to them.

## Cancelling and Suspending Gazelle Services

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**59. Can I cancel my Gazelle Services at any time?** Yes. We'll be sorry to see you go, but if you need to, you may contact Gazelle to cancel some or all of your Gazelle Services with the date you want cancellation to be effective on. Gazelle's contact information is provided at the end of this Contract. You expressly waive the application of sections 2125 and following of the *Civil Code of Québec*. For final balances equal to or above **\$10** and under **\$500**, Gazelle will automatically mail a cheque to your preferred mailing address. For balances not automatically refunded, you must contact Gazelle to request that we mail a cheque to your preferred mailing address.

**60. What charges am I responsible for when my Gazelle Services end?** If you cancel a Gazelle Service that is subject to a Fixed Term prior to its expiry, or if Gazelle cancels for cause your Gazelle Service that is subject to a Fixed Term, then you must pay Gazelle the cancellation charge applicable to that Service set out in **Schedule A ("Cancellation Charge")**, plus applicable taxes. The Cancellation Charge is not a penalty; it is an estimate of damages suffered by Gazelle as a result of your early cancellation of each Gazelle Service.

**61. What happens if I cancel my Gazelle Services prior to activation?** If you cancel your order prior to activation of any Gazelle Service you will be charged a cancellation fee to the extent permitted by applicable law, plus applicable taxes, representing an estimate of damages suffered by Gazelle as a result of your failure to activate the Gazelle Service. If provisioning of services has taken place, hardware has been supplied by Gazelle as ordered by the client, you agree that the cancellation charge is subject to a Fixed Term calculation set out in **Schedule A ("Cancellation Charge")**, plus applicable taxes. The Cancellation Charge is not a penalty; it is an estimate of damages suffered by Gazelle as a result of your early cancellation of each Gazelle Service.

**62. Can Gazelle suspend, cancel, or refuse to provide Gazelle Services to me?** Yes, Gazelle can, without notice for cause, suspend, cancel or refuse to provide Gazelle Services to you in whole or in part (including blocking numbers or area codes or disconnecting your access to Programming), or disable Gazelle Equipment. Cause includes the situations listed below:

a) Gazelle would have to incur unanticipated, unaccounted for, unusual or unreasonable expenses (such as securing rights of way or special construction or providing service to certain conference or adult services or to high-cost areas to an extent not supportable by your rate plan and Fees) to provide any Gazelle Service;

b) you breach or fail to comply with any part of the Contract, including if: (i) you fail to pay Gazelle in accordance with this Contract, you are late paying any deferred amounts under any payment arrangements with Gazelle, or you have previous past due amounts owing to Gazelle or a Gazelle Company; or (ii) you fail to comply with the rules related to Responsible Use of Gazelle Services set out in **Section 28**; or

c) your use of Gazelle Services is not consistent with your ordinary usage patterns.

**63. Can Gazelle cancel my Contract?** Gazelle can cancel any Service or this Contract for any reason upon a minimum of **30** days' prior written notice to you, including where Gazelle ceases to offer a Gazelle Service to which you subscribe.

**64. Do I still have to pay Gazelle if my Gazelle Services are suspended?** Yes. You are responsible to pay for Gazelle Services (including Gazelle Equipment) even while they are suspended. If the reason for suspension has not been resolved within **14** days from the suspension date, Gazelle may cancel your Gazelle Service and recover any Gazelle Equipment. If you wish to resume your subscription to any Gazelle Service, you shall pay the applicable installation and/or (re)activation fee, plus applicable taxes. Gazelle is not responsible for notifying any third-party providers of services, merchandise or information of the cancellation of the Gazelle Services or this Contract.

**65. Does any part of this Contract continue after cancellation of Gazelle Services?** Yes. The following sections will continue to survive: **Section 10** (Dispute), **Sections 17-25** (Fees), **Sections 26-27** (Your Information), **Sections 48, 53** (Gazelle Equipment), **Sections 54-57** (Gazelle's Liability) and this **Section 65** will remain in effect even after the applicable Gazelle Service or Contract has been cancelled.

## Contact Gazelle

The Gazelle Business Internet, Phone and IPTV Services are provided by (and your Contract is with) Gazelle Communications or its related company.

Contact Information	Technical Support
<b>Business Internet, Phone and IPTV</b>	
<p><b>By phone:</b> From Ontario or Québec: (416) 549-5000</p> <p>From elsewhere: 1 855 726-7500</p> <p><b>Hours of operation:</b> Weekdays: 8 a.m. to 8 p.m. ET Saturday: 9 a.m. to 5 p.m. ET Sunday: 11 a.m. to 4 p.m. ET</p> <p><b>Online Support:</b> Weekdays: 7 a.m. to 8 p.m. ET Saturday: 9 a.m. to 5 p.m. ET Sunday: 11 a.m. to 4 p.m. ET</p>	<p><b>By phone:</b> From Ontario or Québec: (416) 549-5000</p> <p>From elsewhere: 1 855 726-7500</p> <p><b>Hours of operation:</b> Available 24 hours / 7 days a week</p>

Please note that the hours of operation may change. Check our website for the latest information.

### SPECIAL TERMS AND NOTES

Customer consents to the identification of Subscriber as a customer of Gazelle on Gazelle or a related company website, and in other marketing materials distributed by the Gazelle Group of companies (which may include emails and other web and print materials) (collectively, "Gazelle Marketing Materials"). In connection with such activity, Gazelle may also display Customer's trademarks, service marks, and/or logos in Gazelle Marketing Materials. If the Gazelle Customer is an authorized reseller of Gazelle, the same aforementioned statement applies to the Gazelle customers end-user or customer. The foregoing shall be deemed a worldwide, nonexclusive and (except as set forth below) irrevocable license to the use of Customer's name, trademarks, service marks, and logos for this purpose.

The Parties agree that such license and consent shall terminate upon termination of Customer's subscription to all Services. Without subject to prior approval of Customer, the Customer also agrees to be referenced in press releases, case studies prepared by Gazelle, Gazelle's announcement of its financial results, Gazelle's filings related thereto, and Gazelle investor relations materials (collectively "Gazelle Press Materials"). In connection with such activity, Gazelle may also use and display Customer's trademarks, service marks, and/or logos in Gazelle Press Materials.

The foregoing shall be deemed a worldwide, nonexclusive and (except as set forth below) irrevocable license to the use of Customer's name, trademarks, service marks, and logos for this purpose. The Parties agree that such license and consent shall terminate upon termination of Customer's subscription to all Services.

## SCHEDULE A: FEES

In addition to the Fees set out in your service details or on our website, you may be subject to some of the following account or service Fees or charges. All Fees and charges are subject to change and applicable taxes, and are per occurrence unless otherwise specified by Gazelle. Additional Fees not set out below may apply depending on the Gazelle Service ordered and your Service Address. You will be notified of any such additional Fees prior to being charged. Fees may be lower in certain cases or where required by law.

ACCOUNT FEES	AMOUNT
Late Payment Charge	3%/mo. or <b>42.585%/year</b>
NSF / Returned Payment / Pre-Authorized Payment Denial	<b>\$45.00</b>
Credit Card Payment Recovery and Processing Fee	<b>Card Dependent, 2.75 – 3.25%, per occurrence</b>

SERVICE FEES	AMOUNT
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Business Phone	
Early Cancellation Charge* per local access	<b>50%</b> of monthly rate before discounts up to a maximum of <b>\$50.00/mo.</b> X no. of months remaining in Fixed Term, up to a maximum of <b>\$1,500.00</b>

Business Internet (Excluding Fibre)	
Early Cancellation Charge* per access	<b>75%</b> of monthly rate before discounts up to a maximum of <b>\$2,500.00/mo.</b> X no. of months remaining in Fixed Term, up to a maximum of <b>\$20,000.00</b>

Web Site	
Web Site Design: Early Cancellation Charge* (1-year Fixed Term)	Monthly rate X no. of months remaining in Fixed Term
Hosting: Early Cancellation Charge* (within 90 days of subscription)	Domain name registration fee
Hosting: Early Cancellation Charge* (1 year-Fixed Term; after 6 months)	Monthly rate X no. of months remaining in Fixed Term
E-commerce store: Early Cancellation Charge* (within 90 days of subscription)	<b>\$99.00</b>

Business IPTV	
Early Cancellation Charge*	<b>50%</b> of monthly rate before discounts up to a maximum of <b>\$50.00/mo.</b> X no. of months remaining in Fixed Term, up to a maximum of <b>\$1,500.00</b>

Bundle	
Early Cancellation Charge*	Sum of fees for each Service part of the Bundle, calculated as set out above

\* The Early Cancellation Charge is consideration for each Gazelle Service.

## MICROSOFT ONLINE SERVICES (MICROSOFT OFFICE 365)

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- 1. Additional Terms.** Microsoft hosted online services (“**Online Services**”) are part of the Contract as Gazelle Services. Their use is also subject to the Microsoft Use Rights and the legal documents available upon request. If there is any inconsistency between this Schedule and the Gazelle Terms of Service or this Schedule and the Microsoft Use Rights, this Schedule prevails.
- 2. Changes Made By You.** Depending on the change you wish to make to your Online Services and what is provided in the Welcome Package you received when you subscribed to the Online Services, you may have to contact Gazelle Client Care, or go to the Microsoft Online Services Portal (“**Portal**”). If you cancel an Online Service, you have to call Gazelle Client Care and send an email to this effect to support@gazl.co. Your data as part of the Online Services will be destroyed within **30** days of sending this email unless you ask Gazelle to migrate your data to a new Gazelle Service, a Microsoft’s service, or to another service. Your request must be made in writing, by email, to support@gazl.co. Additional Fees may apply and Gazelle will provide you an estimate. If you don’t respond to Gazelle within **10** days, then this is sufficient authorization for Gazelle to proceed with the destruction of your data. If your data was protected under the Online Services, during migration and after, it will become unprotected unless you specifically requested otherwise, and Gazelle confirmed to you this protection is still available with your data.
- 3. Changes Made By Gazelle.** Gazelle and Microsoft can modify the Online Services automatically, without notification to you, unless additional Fees apply (see the Standard Pricing Guide). For significant changes to existing functionality, such that your perception of and interaction with the Online Service (this new or modified version, a “**New Release**”), Gazelle will use reasonable efforts to notify you **45** days before the New Release is implemented. Generally, additional Fees apply to new versions, and require a new order from you. If Gazelle is required by regulatory agency, order, or law to make a change to an Online Service, Gazelle may release this changed Online Service immediately, without notifying you, even if such change may be considered a New Release. Gazelle may remove an Online Service without notifying you: **(i)** in response to an intellectual property infringement claim against Gazelle; **(ii)** to comply with a court or other governmental order; or **(iii)** in accordance with **Section 7** (Regulatory Compliance) of this Schedule. Gazelle will credit your Account for any Fees paid in advance, for the period during which the Online Services were removed.
- 4. Service Level.** If you find that Gazelle does not provide an Online Service according to the applicable service level, you may request a credit by providing sufficient details in an email to support@gazl.co. Gazelle will then review your request and, if your request is found justified by Gazelle, apply the corresponding credit to your account. These credits will not exceed the total monthly Fees for the impacted Online Service during the period for which credits apply.
- 5. Support By Gazelle.** Notwithstanding anything to the contrary in the Portal, Gazelle (not Microsoft or Microsoft’s affiliates or suppliers) provides you support for the Online Services, as set out in the Support Document. Gazelle is your only point of contact for any questions relating to the Online Services.
- 6. Responsible Use of Gazelle Services.** In addition to the section on Responsible Use of Gazelle Services in the Gazelle Terms of Service, you are prohibited from: **(a)** separating the components of the Online Services; **(b)** causing any part of the Online Services (including software or other materials) to become subject to the terms of a license, such as an open source software license, that requires any part of the Online Services to be **(i)** disclosed in source code form, **(ii)** licensed for the purpose of making derivative works, or **(iii)** redistributable at no charge; and **(c)** violating any laws applicable to U.S. export jurisdiction including the U.S. *Export Administration Regulations*, the *International Traffic in Arms Regulations*, as well as end-user, end-use and destination restrictions issued by the U.S. government (see [www.microsoft.com/exporting](http://www.microsoft.com/exporting)).
- 7. Regulatory Compliance.** If a formal, informal, or advisory rule, regulation, ruling, order, statute, opinion, notice, or policy of a judicial, legislative, or administrative body in any country causes Microsoft to be regulated as a telecommunications provider, subjects Microsoft, Gazelle or any Online Service to any regulation or requirement not generally applicable to businesses operating in such country, and that causes Microsoft or Gazelle to believe this Agreement or an Online Service may be in conflict with that rule, regulation, ruling, order, statute, opinion, notice, or policy, Microsoft or Gazelle may cancel or modify the Online Service in any affected country.
- 8. Exclusions from Microsoft.** Microsoft, to the extent permitted by applicable law, disclaims all warranties and any liability by Microsoft or its affiliates or suppliers for any damages, whether direct, indirect, or consequential, arising from the sale or use of the Online Services.
- 9. Exclusions from Gazelle.** Gazelle is not responsible for any claim based on: **(i)** your use of any Online Service after Gazelle notifies you to stop; **(ii)** the combination of an Online Service with any non-Microsoft or non-Gazelle product, data or business process; **(iii)** damages attributable to the use of non-Microsoft or non-Gazelle provided software, data or business processes; **(iv)** alteration of any Online Service; or **(v)** use of Microsoft’s or Gazelle’s mark(s) without Microsoft’s or Gazelle’s written consent, as applicable, to do so.

**10. Survival.** The following sections of this Schedule will remain in effect even after the applicable Online Service is cancelled: **Section 8** (Exclusions from Microsoft); **Section 9** (Exclusions from Gazelle) and this **Section 10**.