



**Customer Agreement Terms & Conditions**  
***YOUR UWHO CUSTOMER AGREEMENT***

Please carefully read this agreement, including the calling plan or plans you've chosen, before filing it in a safe place. This agreement covers important topics such as when the service begins the length of term, **911 Service**, fees for early termination and late payment fees, our rights to change this agreement and your VoIP, Home or Business Line Service, limitations of liability, use of information about you, and settlement of disputes by arbitration. This agreement will apply to *all* your and telecom service from us, including VoIP, Home or Business Line Service, Cellular and calling plans. The provisions contained within this agreement also apply to any other transactions or agreements between you and uWho. To the extent their terms and conditions conflict with this agreement, this agreement will take precedence.

***Calling Plans***

Your calling plans become part of this agreement. The prices you pay including activation fees, monthly access fees, monthly minutes of Long Distance time included with an access fee, prices for additional minutes, roaming charges, and any per minute charges for long distance service from uWho may depend in part on the term length you have agreed to on the service order form. Calling plans describe these prices and your minimum term.

***Your Rights To Refuse Or Cancel This Agreement***

**THIS AGREEMENT STARTS WHEN YOU ACCEPT.**

You accept when you do any of the following things after an opportunity to review this agreement:

- *Give us a written or electronic .signature;*
- *Tell us orally or electronically that you accept;*
- *Activate your service through your phone;*
- *Open a package that says you are accepting by opening it; or*
- *Use .your service after making any change or addition when we've told you that the change or addition requires acceptance.*

**IF YOU DON'T WANT TO ACCEPT, DON'T DO ANY OF THESE THINGS.** You can cancel (if you are a new customer) or go back to the provisions of your former customer agreement (if you already a customer) without additional fees if you tell us (and return to us in good condition any phone you received from uWho with your new service) **WITHIN 15 DAYS** of accepting. You'll still be responsible through that date for the new service and any calls using it.



**THIS SECTION CONTAINS IMPORTANT PROVISIONS, INCLUDING THOSE REGARDING 911 SERVICE**

**Description:** VoIP services allow you to make or receive telephone calls over the Internet to or from the public switched telephone network. The nature of VoIP telephone calls, while appearing similar to traditional telephone calling services, create unique limitations and circumstances, and you acknowledge and agree that differences exist between traditional telephone service and VoIP telephone services, including the lack of traditional 911 emergency services.

**911 service:** Because of the unique nature of VoIP telephone calls, emergency calls to 911 through your VoIP service will be handled differently than traditional phone service. The following provisions describe the differences and limitations of 911 emergency calls, and you hereby acknowledge and understand the differences between traditional 911 service and VoIP calls with respect to 911 calls placed to emergency services from your account as described below.

**Placing 911 calls:** When you make a 911 emergency call, the VoIP service will attempt to automatically route your 911 call through a third-party service provider to the Public Safety Answering Point ("PSAP") corresponding to your address of record on your account. However, due to the limitations of the VoIP telephone services, your 911 call may be routed to a different location than that which would be used for traditional 911 dialing. For example, your call may be forwarded to a third-party, specialized call centre that handles emergency calls. This call centre is different from the PSAP that would answer a traditional 911 call which has automatically generated your address information, and consequently, you may be required to provide your name, address, and telephone number to the call centre.

**How your information is provided:** The VoIP service will attempt to automatically provide the PSAP dispatcher or emergency service operator with the name, address and telephone number associated with your account! However, for technical reasons, the dispatcher receiving the call may not be able to capture or retain your name, phone number or physical location. Therefore, when making a 911 emergency call, you must immediately inform the dispatcher of your location (or the location of the emergency, if different). If you are unable to speak, the dispatcher may not be able to locate you if your location information is not up to date.

**Correctness of information:** You are responsible for providing, maintaining, and updating correct contact information (including name, residential address and telephone number) with your account. If you do not correctly identify the actual location where you are located, or if your account information has recently changed or has otherwise not been updated, 911 calls may be misdirected to an incorrect emergency response site.

**Disconnections:** You must not disconnect the 911 emergency call until told to do so by the dispatcher, as the dispatcher may not have your number or contact information. If you are inadvertently disconnected, you must call back immediately.

**Connection time:** For technical reasons, including network congestion, it is possible that a 911 emergency call will produce a busy signal or will take longer to connect when compared with traditional 911 calls.



**911 calls may not function.** For technical reasons, the functionality of 911 VoIP emergency calls may cease or be curtailed in various circumstances, including but not limited to:

Failure of service or your service access device—if your system access equipment fails or is not configured correctly, or if your VoIP service is not functioning correctly for any reason, including power outages, VoIP service outage, suspension or disconnection of your service due to billing issues, network or Internet congestion, or network or Internet outage in the event of a power, network or Internet outage; you may need to reset or reconfigure the system access equipment before being able to use the VoIP service, including for 911 emergency calls; and changing locations—if you move your system access equipment to a location other than that described in your account information or otherwise on record with uWho.

**Alternate services:** If you are not comfortable with the limitations of 911 emergency calls, uWho recommends that you terminate the VoIP services or consider an alternate means for accessing traditional 911 emergency services.

**Inform other users:** You are responsible for notifying, and you agree to notify, any user or potential users of your VoIP services of the nature and limitations of 911 emergency calls on the VoIP services as described herein.

**Liability:** Customers are advised to review this section with respect to uWho's limitations of liability. See section *Disclaimer Of Warranties, Waivers And Limitations Of Liability and Dispute Resolution And Mandatory Arbitration*

***Your Rights to Change or End Your Service; Termination Fees Phone Number Portability*** Except as explicitly permitted by this agreement, you are agreeing to maintain service with us for your minimum term plus any additional time required by any promotions you accept. (Periods of suspension of service don't count toward these requirements.) After that, you'll become a month to month customer under this agreement. **IF YOU CHOOSE TO END YOUR SERVICE BEFORE YOU BECOME A MONTH TO MONTH CUSTOMER (OR IF WE TERMINATE IT EARLY FOR GOOD CAUSE), YOU MUST PAY UP TO \$75 PER PHONE NUMBER AS AN EARLY TERMINATION FEE.** If at any time you change your service (by accepting a promotion, for example), you'll be subject to any requirements, such as a new minimum term, we set for that change. If you terminate your service as of the end of your minimum term, you won't be responsible for any remaining part of your monthly billing cycle. Otherwise, all termination's by you during a monthly billing cycle become effective on the last day of that billing cycle. You'll remain responsible for all fees and charges incurred until then and won't be entitled to any partial month credits or refunds.

***Phone Number Portability*** You may be able to take your current phone number to another service provider. If you decide to change providers contact [customercare@uwho.net](mailto:customercare@uwho.net) or 647-722-3888 pay your account in full to insure a smooth transition to your new provider. This is called "porting" and will also terminate our



service to you for that number until its is operational with your new provider. If you request your new service provider to port a number from us, and we receive your request from that new service provider, we will treat the request as notice from you to terminate our service for that number upon successful completion of porting. If you have a balance on your account you may be contacted for payment prior to port authorization completion, please consider calling uWho first. After the porting is completed, you won't be able to use our service for that number. You'll remain responsible for any early termination fee, and for all fees and charges through the end of that billing cycle, just like any other termination

***Our Rights to Make Changes*** Your service is subject to our business policies, practices, and procedures, which we can change without notice. WE CAN ALSO CHANGE PRICES AND ANY OTHER TERMS IN THIS AGREEMENT AT ANY TIME BY GIVING YOU WRITTEN NOTICE PRIOR TO THE BILLING PERIOD IN WHICH THE CHANGES WOULD GO INTO EFFECT. IF YOU CHOOSE TO USE YOUR SERVICE AFTER THAT POINT, YOU ARE ACCEPTING THE CHANGES. IF THE CHANGES HAVE A MATERIAL ADVERSE EFFECT ON YOU, HOWEVER, YOU CAN END THE AFFECTED SERVICE, WITHOUT ANY EARLY TERMINATION FEE, JUST BY CALLING US WITHIN 30 DAYS AFTER THE FIRST BILL WHEN THE CHANGES GO INTO EFFECT.

***Your Phone*** Your phone is any device equipped to receive our VoIP voice or data service. It must comply with Communications Commission regulations and be compatible with our network and your calling plan. Whether you buy your VoIP phone through us or through someone else is entirely your choice. We may change a VoIP phone's software or programming over the internet without notice. This might affect data stored on your VoIP phone, or the way you've programmed it. Your VoIP phone may also contain software that prevents it from being used with any other company's VoIP service, even if you leave us.

***Your VoIP Phone Number And Caller ID*** You don't have any rights in any personal identification number, e-mail address, or identifier we assign you. (We'll tell you if we decide to change or reassign them.) The same is true of your VoIP phone number, except for any rights federal or provincial law grants you. Your VoIP phone number and name may show up when you call someone. You can block this "Caller ID" for most calls by dialing \*67 before each call, or by ordering per line call blocking (dialing \*82 to unblock) where it's available. You can't block Caller ID to some numbers, such as toll free numbers. Although it's illegal for unauthorized people to intercept your calls, such interceptions can occur. We may also monitor or record our calls with you for training or quality assurance.

***How Service Works*** VoIP phones use Internet transmissions, so we can't provide service when your VoIP phone isn't connected to the internet, or an internet site of another company that's agreed to carry our customers' calls, or if there isn't sufficient network capacity available at that moment. There are places, particularly in remote areas, with no service at all. Poor internet connections, Weather, topography, buildings, competitive



service provider VoIP call blocking methods your VoIP phone, and other conditions we don't control may also cause dropped calls or other problems.

***Different Kinds Of Charges and Surcharges We Set*** You agree to pay all access, usage, and other charges and surcharges we bill you, even if you weren't the user of your VoIP phone and didn't authorize its use. You may have to pay a fee to begin service or reconnect suspended service. Usage charges may vary depending on where, when, and how you call. We may charge higher Long Distance time rates for calls made and received on our network outside your calling plan's home Long Distance time rate area. You also have a local calling area (which may be different than your home Long Distance time rate area). When you call from inside a local calling area to somewhere outside of it, or call from anywhere outside a local calling area, there may be toll, regional calling, or long distance charges in addition to Long Distance time. (We provide or select the long distance service for calls on our network.) We charge Long Distance time for most calls, including toll free and operator assisted calls. Additional features or services such as time, weather, operator or directory assistance, call dialing, calling card use, call forwarding, data calls, automatic call delivery, voice mail, Roadside Assistance, text messaging, and Mobile Web may have additional charges. We also charge monthly fees (such as service and regulatory fees) related to our governmental costs. These recurring fees aren't required by law and are subject to change.

***Taxes And Surcharges We Don't Set*** You agree to pay all taxes, surcharges, and fees set by the government. We may not always give advance notice of changes to these items. If you are exempt from retail sales tax, we need your exemption certificates. You agree to pay for any filings we make related to your exemptions.

***Roaming And Roaming Charges*** You are "roaming" whenever you make or receive a call using an internet connection outside your home rate area. Please see **911 service on page two and implications of moving your VoIP phone to another address.**

***Cumulative Charges*** On any call you make or receive, a number of the different kinds of charges described above may apply. Charges may also apply to two or more calls simultaneously if you use or share two devices and both are making a long distance call.

***Your Bill*** Your bill is our notice to you of your fees and charges and other important information. You should read everything you receive with your bill. We bill applicable usage charges after calls are made or received. We bill some access fees and other charges in advance under some calling plans. If you choose Internet billing (where available), you waive any right to paper bills or notices. If your calling plan doesn't include detailed billing, we may charge you for that service if you choose it. We may charge a fee for a bill copy or reprint.

***How We Calculate Your Bill*** Your bill reflects the fees and charges in effect under your calling plan at the time they're incurred. You can dispute your bill, but only within 90 days of receiving it. You must still pay any disputed charges until the dispute is resolved. Usage charges may vary by location based on where your VoIP phone is when



the call starts. If a charge depends on an amount of time used, we'll round up any fraction of a minute to the next full minute unless your calling plan says otherwise. Time starts when you first press "SEND" or the call connects to a network on outgoing calls, and when the call connects to a network (which may be before it rings) on incoming calls. Time may end several seconds after you press "END," or after the call otherwise disconnects. We bill for calls that connect, including calls answered by machines. In some areas we also bill for uncompleted calls that ring for a minute or more. Generally, your calls made within the bill cycle start and end dates will be included in your bill. Billing for certain home and/or roaming calls and related charges may be delayed to a later bill. Depending on your calling plan, these calls may be applied against your Long Distance time allowance in the month they are billed rather than the month you made or received the call. This may result in charges beyond your expected charges in the later month.

***Your Rights For Dropped Calls Or Interrupted Service*** If you get disconnected by our network whereby you purchase your Internet Access from uWho from a call in your home area, redial. If the same number answers within 5 minutes, call us within 90 days and we'll give you a 1 minute Long Distance credit. If service is interrupted in your home Long Distance time rate area for more than 24 hours in a row due to our fault, call us within 90 days and we'll give you a pro rata daily credit, up to your monthly access charge, for that period. These are your only rights for dropped calls and interrupted service.

***Payments, Deposits, Credit Cards, And Checks*** Payment is due in full as stated on your bill. IF WE DON'T RECEIVE PAYMENT IN FULL WHEN DUE, WE MAY, TO THE EXTENT PERMITTED BY LAW, CHARGE A LATE FEE OF UP TO 1.5% PERCENT A MONTH (18 PERCENT ANNUALLY), OR A FLAT \$5 A MONTH, WHICHEVER IS GREATER, ON UNPAID BALANCES. WE MAY ALSO CHARGE FOR ANY COLLECTION AGENCY FEES BILLED TO US FOR TRYING TO COLLECT FROM YOU. We may require an advance deposit (or an increased deposit) from you. We'll pay simple interest on any deposit at the rate the law requires. Please retain your evidence of deposit. You agree that we can apply deposits, payments, or prepayments in any order to any amounts you owe us on any account. You can't use a deposit to pay any bill unless we agree. We won't honor limiting notations you make on or with your checks. We may charge you up to \$25 for any returned check, depending on applicable law. We refund final credit balances of less than one dollar only upon request.

***If Someone Steals Your VoIP Phone*** If someone steals your VoIP phone, notify us, provide us with any documentation (such as a police report) we request, and we'll suspend your service for up to 30 days, or until you replace or recover your VoIP phone, whichever comes first. Until you notify us, you are still responsible for all fees and charges.

***Our Rights To Limit Or End Service Or This Agreement*** You agree not to use (or to permit your VoIP phone to be used) for any purpose that's illegal or not allowed by this agreement. WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR



SERVICE OR ANY AGREEMENT WITH YOU FOR THIS OR ANY OTHER GOOD CAUSE, including, but not limited to: (a) paying late more than once in any 12 months; (b) incurring charges larger than a required deposit or billing limit (even if we haven't yet billed the charges); (c) verbally or physically abusing our employees or agents; (d) lying to us; (e) interfering with network, customer service, or business operations; (f) becoming insolvent or going bankrupt; (g) breaching this agreement; (h) "spamming," "mail bombing," or other abusive messaging; (i) modifying your VoIP phone from its manufacturer's specifications; (j) providing credit information we can't verify; (k) using your service in a way that adversely affects service to other customers; or (l) allowing anyone to steal or tamper with your VoIP phone number. We can also temporarily limit your service for any business or governmental reason.

***Directories And Your Privacy*** Except as follows, we won't share personal information about you with others without your permission. We have a duty under federal law to protect the confidentiality of information about the quantity, technical configuration, type, destination, and amount of your use of our service, together with similar information on your bills. (This doesn't include your name, address, and VoIP number. Unless you arrange otherwise with us and pay any required fee, we may list them in a public directory. We aren't responsible for mistakes in the listings.) We can, however, share and use this information as required by law, by legal process, by exigent circumstances, or to protect ourselves. We can also use this information to communicate with you about goods and services related to the products and services you already buy from us, and we can share it with our affiliates when related to goods and services you already buy from both us and our affiliates. You can call us any time if you do not wish us to use this information to communicate about such other goods and services with you or you do not wish us to share this information with our affiliates. In addition, you've authorized us to investigate your credit history at any time and to share credit information about you with credit reporting agencies. If you ask, we'll tell you the name and address of any credit agency that gives us a credit report about you.

***Disclaimer Of Warranties*** - WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, TO THE EXTENT PERMITTED BY FEDERAL, STATE, AND LOCAL LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR VOIP PHONE. WE CAN'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND DON'T AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. THIS DOESN'T DEPRIVE YOU OF ANY WARRANTY RIGHTS YOU MAY HAVE AGAINST ANYONE ELSE.

***Waivers And Limitations Of Liability*** UNLESS THE LAW FORBIDS IT IN ANY PARTICULAR CASE, WE EACH AGREE TO LIMIT CLAIMS FOR DAMAGES OR OTHER MONETARY RELIEF AGAINST EACH OTHER TO DIRECT DAMAGES. THIS LIMITATION AND WAIVER WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY, OR ANY OTHER



THEORY. THIS MEANS THAT NEITHER OF US WILL CLAIM OR SEEK ANY INDIRECT, SPECIAL, CONSEQUENTIAL, TREBLE, OR PUNITIVE DAMAGES FROM THE OTHER. You agree we aren't liable for problems caused by you or a third party; by buildings, hills, network congestion, tunnels, weather, or other things we don't control; or by any act of God. If another VoIP carrier is involved in any problem (for example, while you roam), you also agree to any limitations of liability in its favor that it imposes.

***Dispute Resolution And Mandatory Arbitration*** INSTEAD OF SUING IN COURT, WE EACH AGREE TO SETTLE DISPUTES (EXCEPT CERTAIN SMALL CLAIMS) ONLY BY ARBITRATION. THE RULES IN ARBITRATION ARE DIFFERENT. THERE'S NO JUDGE OR JURY, AND REVIEW IS LIMITED, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME LIMITATIONS IN THIS AGREEMENT, AS A COURT WOULD. TO THE FULLEST EXTENT PERMITTED BY LAW WE EACH AGREE THAT:

1. THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY PRIOR AGREEMENT FOR VOIP SERVICE WITH US OR ANY OF OUR AFFILIATES OR PREDECESSORS IN INTEREST, OR ANY PRODUCT OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR SUCH A PRIOR AGREEMENT, OR ANY ADVERTISING FOR SUCH PRODUCTS OR SERVICES, WILL BE SETTLED BY ONE OR MORE NEUTRAL ARBITRATORS ON AN INDIVIDUAL BASIS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR BETTER BUSINESS BUREAU ("BBB") AS DESCRIBED BELOW. (IF YOUR LOCAL SMALL CLAIMS COURT OFFERS ARBITRATION, YOU MAY ALSO USE THAT PROCESS FOR ANY DISPUTE THAT QUALIFIES.) THIS DOESN'T CHANGE YOUR SUBSTANTIVE RIGHTS, JUST THE POTENTIAL FORUMS FOR RESOLVING DISPUTES. IN ADDITION, YOU CAN STILL BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF APPROPRIATE FEDERAL, PROVINCIAL, STATE, OR LOCAL GOVERNMENT AGENCIES AND THEY CAN STILL, IF THE LAW ALLOWS, SEEK RELIEF AGAINST US ON YOUR BEHALF.

2. FOR CLAIMS OVER \$10,000, THE AAA'S VOIP INDUSTRY ARBITRATION ("WIA") RULES WILL APPLY FOR CLAIMS BETWEEN \$2,500 AND \$10,000, THE AAA'S ARBITRATION RULES FOR THE RESOLUTION OF CONSUMER-RELATED DISPUTES (THE "CONSUMER RULES"), WHICH INCLUDE A SMALL CLAIMS COURT OPTION, WILL APPLY FOR CLAIMS UNDER \$2,500, THE COMPLAINING PARTY CAN CHOOSE EITHER THE CONSUMER RULES OR THE BBB' S RULES FOR BINDING ARBITRATION. AN ARBITRATOR MAY, UNDER ANY OF THESE RULES, REQUIRE EACH OF US TO EXCHANGE RELEVANT EVIDENCE IN ADVANCE. IN LARGE/COMPLEX CASES UNDER THE WIA RULES, THE ARBITRATORS MUST APPLY THE FEDERAL RULES OF EVIDENCE AND THE LOSER MAY HAVE THE AWARD REVIEWED BY A PANEL OF 3 NEW ARBITRATORS.

***Dispute Resolution And Mandatory Arbitration continued...***



3. YOU CAN OBTAIN RULES AND FEE INFORMATION FROM THE AAA ([www.adr.org](http://www.adr.org)), THE BBB ([www.bbb.org](http://www.bbb.org)) OR FROM US. IF YOU CAN'T PAY THE REQUIRED ARBITRATION FEES, IF ANY, THERE ARE FEE WAIVER PROGRAMS. EVEN IF YOU DON'T QUALIFY FOR A FEE WAIVER, WE'LL PAY ALL BUT \$100 OF ANY COMBINED FEES YOU'D BE REQUIRED TO PAY FOR FILING AND A FIRST DAY OF ARBITRATION IF YOU COMPLETE OUR MEDIATION PROGRAM. MEDIATION IS A PROCESS FOR MUTUALLY RESOLVING DISPUTES. A MEDIATOR CAN HELP PARTIES REACH AGREEMENT, BUT DOESN'T DECIDE THEIR ISSUES. IN OUR MEDIATION PROGRAM, WE'LL ASSIGN SOMEONE (WHO MAY BE FROM OUR COMPANY) NOT DIRECTLY INVOLVED IN THE DISPUTE TO MEDIATE. THAT PERSON WILL HAVE ALL THE RIGHTS AND PROTECTIONS OF A MEDIATOR. NOTHING SAID IN THE MEDIATION CAN BE USED IN A LATER ARBITRATION OR LAWSUIT. COMPLETING THE MEDIATION PROGRAM MEANS PARTICIPATING IN GOOD FAITH IN AT LEAST ONE TELEPHONIC MEDIATION SESSION. YOU CAN CONTACT US AT [www.uhowireless.com](http://www.uhowireless.com) OR THROUGH CUSTOMER SERVICE at 647-722-3826 TO FIND OUT MORE.

4. ONLY AN ARBITRATOR CAN DECIDE WHETHER AN ISSUE IS ARBITRABLE. AN ARBITRATOR CAN ALLOCATE THE FEES AND COSTS OF ARBITRATION IN AN AWARD. IF AN APPLICABLE STATUTE PROVIDES FOR AN AWARD OF ATTORNEY'S FEES, AN ARBITRATOR CAN AWARD THEM, TOO. ANY ARBITRATION AWARD MADE AFTER COMPLETION OF ARBITRATION IS FINAL AND BINDING AND MAY BE CONFIRMED IN ANY COURT OF COMPETENT JURISDICTION. AN AWARD AND ANY JUDGMENT CONFIRMING IT ONLY APPLIES TO THE ARBITRATION IN WHICH IT WAS AWARDED AND CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

5. IF FOR SOME REASON THESE ARBITRATION REQUIREMENTS DON'T APPLY, WE EACH WAIVE ANY TRIAL BY JURY.