

City Telecom Home Phone Service Terms & Conditions

The following terms and conditions apply to City Telecom (CITI) Home Phone service. - provision of VoIP telephony services (the “Services”, “VoIP Service”, “Home Phone Service” & “VoIP Home Phone Service”) and sets out the basic rights, obligations and restrictions of between City Telecom (“We” “us” “City Telecom” or “CITI” and to its Subscribers (the “Client” “Subscriber” “user” “customer” or “You”). All of the terms and conditions contained herein (hereinafter referred to as “Terms”) bind both City Telecom and the Subscriber and are subject to change from time to time at the sole discretion of City Telecom, without any prior notice to the Subscriber. This agreement governs your use of the Services. If there is any inconsistency between other documents describing the service plans, features, services or products and these Terms, these Terms will prevail.

1. General

This is our agreement with you, the Subscriber. You agree not to use our Service for a prohibited purpose, violating any law, making annoying or offensive calls, or interfering with other Subscribers' Service. You further agree not to resell, transfer, or share your service.

1.1 Client acknowledges that City Telecom utilizes voice over Internet protocol (“VoIP”) for the delivery of local voice services. This is an importance difference from traditional wire line local services and affects the quality and nature of 9-1-1- services available. As a result, the VoIP 9-1-1 services provided by City Telecom have certain limitations compared to Enhanced 9-1-1 services (“E 9-1-1”) available for most wire line local services.

These differences include, but are not limited to:

- (a) a bilingual call center agent will answer the 9-1-1 emergency call, request the caller’s location and the emergency service required and route the call to the 9-1-1 public service answering point (“PSAP”) serving the location provided by the caller,
- (b) unlike E 9-1-1, call control features that provide the PSAP agent with control over the line on which the 9-1-1 emergency call made will not be available;
- (c) the caller’s location and telephone number may not be automatically transmitted with the 9-1-1 emergency call. The caller must be able to verbally communicate his/her location to the call center agent.
- (d) if the caller is unable to speak, the 9-1-1 operator may assume that the caller is at the last registered address for the local voice service. Customers need to keep their location information current with City Telecom.
- (e) VoIP 9-1-1 emergency calls made from locations outside of Canada cannot be completed by the call center agent. The caller will be told to use an alternate service to VoIP 9-1-1.
- (f) Traditional wire line 9-1-1 are not available in all locations within Canada. VoIP 9-1-1 services within Canada are subject to the availability of traditional wire line 9-1-1 service at the caller’s physical location. If 9-1-1 is not available from User’s location, User should contact emergency services such as fire, police or ambulance directly.
- (g) VoIP 9-1-1 service will not be available if Service is suspended or terminated.
- (h) VoIP 9-1-1 calls from City Telecom’s local voice service will take longer to be connected to the emergency authority than those made from a traditional wire line phone.
- (i) Client understands the 9-1-1 limitations of City Telecoms’ local voice services and Client acknowledges that it is their obligations to make all other Users, or potential Users, of the Service aware of these limitations.

1.2 Callers to VoIP 9-1-1 should:

- (a) be prepared to provide their physical location, call back number and the nature of the emergency, and
- (b) not hang-up unless told to by the 9-1-1 call center agent. If a caller is disconnected they should redial 9-1-1.

1.3 If the Client does not understand or does not agree with the limitation of VoIP 9-1-1 services, then Client should consider alternative arrangements to provide access to traditional 9-1-1 or E 9-1-1 services. 9-1-1 services are mandatory on local voice services. City Telecom’s 9-1-1 service will be provisioned on all applicable Services. Any alternate arrangement will be in addition to City Telecom’s applicable Service.

1.4 The Client understands that it is their obligation to ensure that all Users are aware of the limitations of VoIP 9-1-1 services. The Client understands the limitation of VoIP 9-1-1 services and assumes all liability and responsibility for the provision of emergency services and agrees to hold City Telecom, its officers, directors, employees and agents harmless for any injury, death or damage

whether direct or indirect that may result from : (1) the VoIP 9-1-1 service provided by City Telecom (including but not limited to situations of unavailability of 9-1-1 as described in these terms and conditions and incomplete or incorrect address information provided by the Client); (2) Client's failure to obtain access to conventional 9-1-1 service as part of a telephone line subscription from another telephone company under separate agreement; or (3) Client's failure or delay in utilizing conventional 9-1-1- service.

1.5 Re-Registration required if you Change Your Number or Add or Port New Numbers.

You must update and verify by phone or written notice to City Telecom your location of use for each changed, ensure newly added or newly ported number in order for 9-1-1 Dialing to function correctly.

1.6 Conveying Limitations to other household residents and guests

You should inform any household residents, guests and other persons who may be present at the physical location where you utilize the City Telecom Home Phone service, of the important differences in and limitations of VoIP 9-1-1 Dialing service as compared with traditional 9-1-1 Dialing service, as set out above.

1.7 Disclaimer of Liability and Indemnification.

We do not have any control over whether, or the manner in which, calls using our 9-1-1 Dialing service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to support us in routing 9-1-1 calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither City Telecom nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 9-1-1 Dialing service unless such claims or causes of action arose from our willful misconduct. You shall defend, indemnify, and hold harmless City Telecom, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, legal fees and expenses) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 9-1-1 Dialing, incorrectly routed 9-1-1 Dialing calls, and/or the inability of any user of the Service to be able to use 9-1-1 Dialing or access emergency service personnel.

1.8 Alternate 9-1-1 Arrangements.

If you are not comfortable with the limitations of the 9-1-1 Dialing service, you should consider having an alternate means of accessing traditional 9-1-1 Dialing services or terminating the Service.

2. Service

2.1 Type of Services

The Terms contained herein apply to all the Services which Subscriber may subscribe from City Telecom, including, for: (i) fixed fee, bundled minutes and unlimited long distance calling plans for residential/home purposes in those destinations designated by City Telecom from time to time from a designated telephone number (collectively, the "Unlimited Programs" or individually an "Unlimited Program"); (ii) pay for use regular long distance calling plans to countries designated by City Telecom from time to time other than those countries which Subscriber has already subscribed for as part of the Unlimited Programs (the "Standard Program "); (iii) Voice Over IP local phone service (Home Phone). Subscriber may use the Services provided by City Telecom for long distance calling or local calling provided that Subscriber does so in compliance with all applicable laws and the terms herein. Subscriber acknowledges that he/she is the person authorized to subscribe for the Services. The Services may only be used by Subscriber and all persons having the Subscriber's permission to use the Services. Subscriber may only use the Services for voice telephone calls as the Services cannot be used for internet connections, faxing or other data transmission without the express written consent from City Telecom.

2.2 Charges, Billing and Payment

(a) Subscriber is responsible for paying all charges, plus all applicable taxes thereon, for the Services subscribed for from City Telecom (which charges are subject to change from time to time at the sole discretion of City Telecom without notice to Subscriber), including for all calls: (i) made via Subscriber's telephones or telecommunications systems; (ii) made using any number or authorization access code assigned to Subscriber; and (iii) which are charged to Subscriber's account. Non Sufficient Fund and all refused payments shall incur a \$15 administrative fee per occurrence. City Telecom reserves the right to charge a late payment charge (1.5% per month or 19.56% per year) will be applied to any overdue balance, and/or, additional maximum \$50 or 25% of total overdue balance administrative fee remitted to collections. Calls to some toll free

numbers will not be connected or will be billed at our North America Long Distance rate, if dialing to a toll free service is out of the coverage area. It's determined by the toll free service provider. The local phone does not support 900/976 calling, and therefore Subscriber will not be able to make 900 calls using the Local Phone Service. Calls to mobile phones in some overseas destinations are billed at higher rates. All long distance rates may contact City Telecom customer service representatives for more information. Your rates may be different based on your package. City Telecom provides local service to national across Canada including Toronto, Montreal, Ottawa, Vancouver and Calgary etc. Customer can make calls without long distance charge to most Canadian cities (except cities in Northwest Territory and Yukon Territory, but you may be applied long distance charge when you dial some long distance calls without prefix 1 for those cities, it is depend on the what destination cities was calling. (like calls to Yukon, Northwest Territory, and USA long distance charge applied). If customer want to confirm the call is long distance or not, please contact our customer service hotline.

- (b) City Telecom will provide customer with a monthly on-line e-invoice for services or send the paper invoice to customers by mail within first 5 working days of every month. For new register customers, the 1st bill will include a paid prorata monthly fee for previous month and both payable long distance charge (if any available) calculated by minutes from the date customer sign-up plus current month monthly charge in advance payment. If customers choose a prepaid option, the prepaid credit and the deduction of payment will appear in the statement. For current customers, it includes previous month long distance charge (if any available) plus current month monthly charge in advance payment.
- (c) Paper bill processing fee: If customer view the bill online, there is no charge to customer account, if customer need paper bill which mail to customer's address, there will be CAD\$1.5 extra charge plus all applicable taxes per month. (City telecom may amend the charge from time to time.) Customer have to register e-invoice service at www.ctinets.on.ca within 15 day after service activate

2.3 Charges will commence as of the activation date of the Service(s).

Subscriber may pay for the charges of Services thru major financial institute including HSBC, CIBC, Bank of Montreal, TD Canada Trust, Scotia Bank, and Royal Bank of Canada. All payment methods may refer to our website www.ctinets.on.ca for more information. If Subscriber pay by either credit card by providing City Telecom with Subscriber's credit card number upon subscribing for the Service or Pre-Authorized cheque payment by providing City Telecom with the appropriate banking information; Subscriber authorizes City Telecom to make such charges against such credit card or bank account to satisfy all charges for the Services. City Telecom will charge Subscriber's credit card or bank account for charges for the Unlimited Program or any other package in advance commencing on the date of activation of the Services (pro rata for the remaining days in such month) and thereafter, amount equal to 1 month payment for all packages purchased by Subscriber will be taken from Subscriber's credit card or bank account during period from the first day of the month of service till the last day of the month of service, on a monthly basis or as stipulated by City Telecom. Payment for Standard Services shall be made on or before due date or 16th of each month for the Standard Services used in the preceding month. City Telecom at its sole discretion may elect to change billing dates. Call increments may vary depending on destination and length of call. Subscriber must bring payment inquiries and disputes to City Telecom's attention within 30 days after the charge for the Services have been billed or Subscriber will be deemed to have accepted such charges as accurate in all respects.

2.4 Credit and Security Deposits

City Telecom reserves the right to examine Subscriber's credit record before activating the Services. Should City Telecom at any time consider a prepaid credit deposit to be insufficient, a further credit deposit may be required before it provides, continues, or reinstates the Services to Subscriber. City Telecom will determine, at its discretion, how Subscriber's deposit or other security will be allocated to satisfy outstanding amounts owed by Subscriber to City Telecom. By subscribing to the Services, Subscriber authorizes City Telecom to investigate Subscriber's credit worthiness, exchange credit information with credit reporting agencies on an ongoing basis and agree from time to time, to provide appropriate authorizations and financial information as City Telecom may reasonably request for this purpose. All deposits or other prepayments made by a Subscriber in connection with the Services will earn no interest.

2.5 Contract Term and Monthly service fee Rate Guarantee

City Telecom services are sold on the following basis and may be subject to Early termination fee detailed in section 2.9.

- (a) Home Phone Term Contracts: 1-year, 2-years, and 3-years contracts. Early termination fee will apply. The contract term length can be identified by the subscriber on the invoice for services with a 1-year, 2-years, or 3-years designation. The Term of the contract shall also serve as a rate guarantee to the Subscriber whereby his/her Monthly Service Fee cannot be increased by City Telecom within the entire term.
- (b) Home Phone No Contract: Subscriber may cancel service without early termination fee. City Telecom may increase rates at any time by providing Subscriber with 30 days notification.
- (c) Additional add-on Long Distance Service Contracts: Term contracts are subject to early termination fee.

2.6 City Telecom's Right to Refuse to Provide Services

- (a) Subscriber owes amounts to City Telecom that is past due; (b) Subscriber does not provide a security deposit or satisfy alternate security measures when requested by City Telecom; (c) City Telecom has terminated the Services to the Subscriber in the past; and
- (b) City Telecom does not provide the requested Services to the country(s) desired by Subscriber.

2.7 Services Interruption

- (a) City Telecom may interrupt the Services to the Subscriber at any time for any duration of time, without any notice or liability, in order to install, inspect, repair, replace or to perform necessary maintenance on the telecommunications equipment, facilities or network, or for other technical reasons as may be required.

City Telecom service is provided to the Subscriber on a best-efforts basis. Subscriber acknowledges that VoIP Home Phone service requires high-speed internet connectivity. Poor or lack of internet connectivity, home network configurations, power failure, computer viruses and the like (Connectivity Issues) will cause service interruption and or failure of the service to function. It is the responsibility of the Subscriber to remedy these Connectivity Issues.

- (b) City Telecom is not liable for: (i) any disruption or unavailability of the Services; (ii) any act or omission of any third party (including any other local telephone company, any connecting carrier or underlying carrier or other provider of connections, facilities, or Services); (iii) subscriber's conduct, acts or omissions, or the operation or failure of Subscriber's equipment or facilities; (iv) any event beyond the reasonable control of City Telecom including acts of God, inclement weather including lightning, labor disputes, riots or civil disputes, war or armed conflict, any law, governmental order, decision or regulation, or order of any court of competent jurisdiction; and (v) its failure, for any reason, to activate the Services on the activation date Subscriber requested; (vi) any charges by third parties including other telephone companies or wireless carriers for services they may have rendered in lieu of City Telecom service.

2.8 Suspension or Termination of Services by City Telecom

- (a) Without incurring any liability whatsoever, City Telecom may suspend or terminate any or all of the Services for any reason whatsoever, including, without limitation, where Subscriber: (i) Fails to pay an account that is past due, or Subscriber provides payment by cheque or credit card, which is not honored by Subscriber's bank; (ii) fails to provide monthly payments when requested by City Telecom; (iii) fails to provide or maintain a reasonable deposit or alternate security when requested to do so by City Telecom; (iv) fails to meet City Telecom's credit requirements or Subscriber become bankrupt or otherwise insolvent; (v) fails to comply with the terms of a deferred payment or credit agreement with City Telecom; (vi) violates any provision of these Terms; (vii) uses or permits others to use the Services for a purpose or in a manner that is contrary to law; or for the purpose of making harassing, threatening, abusive, annoying or offensive calls; (viii) Charges or allow others to charge any other person for the use of the Services without City Telecom's prior written agreement; (ix) Harasses, threatens or otherwise act unreasonably towards City Telecom, its employees or agents, or in relation to the Services; (x) Alters or otherwise interferes with City Telecom's facilities or equipment, or fail to replace or modify equipment or facilities which may harm, damage, interfere or pose a danger to others, the Services, or City Telecom's equipment, facilities or network; or (xi) Fails to provide payment for other accounts with City Telecom, including amounts owed by Subscriber as a guarantor for the account of another; (xii) Uses or permits others to use the Services for resell. (xiii) Abuses the network with excessive usage as may be determined by City Telecom. Excessive usage shall be determined solely by City Telecom. (xiv) Uses or permits others to use the service for commercial or business use.
- (b) A suspension or termination will not affect Subscriber's obligation to pay any amounts owed to City Telecom either during or after the suspension or termination. If termination occurs during a contract period, Subscriber will be charged for all usage plus the contract obligations. Should reactivation of services be required, City Telecom will levy a reconnection fee of maximum \$35.
- (c) Where the Services are cancelled, either by Subscriber or by City Telecom as provided herein, and there is an undisputed credit balance on Subscriber's account, Subscriber may require that it be refunded to Subscriber and City Telecom reserves the right to charge a reasonable processing fee in connection with issuing refunds.

2.9 Subscriber's Right to Cancel Services and Early Termination

- (a) Term Contracts: All City Telecom Contracts shall renew the contract for an equivalent Term upon their expiration unless specifically advised otherwise by the Subscriber. The Subscriber is responsible for early termination fees of their contract period shall be equal to the amount indicated on the contract/application form (the chargeable amount is depended on the service type), plus applicable taxes multiplied the number of months remaining on the contract term. The contract start date shall be the date that the Subscriber enrolled for City Telecom Services in each anniversary day. In order to prevent the non-contract charge apply to the account, subscriber must renew their contract before the mature. Subscriber must formally and

personally request renewal or cancellation at least five working days prior to the expiration date. Third party termination requests are not approved.

- (b) No-Contract: Subscribers enrolled in a month-to-month package shall only be liable for the charges used up to the end of month after their cancellation date. In addition, the Subscriber will be responsible for all charges for the Standard Service incurred up to the effective cancellation date. Subscriber must formally and personally request cancellation at least thirty days prior to the expiration date. Third party termination requests are not accepted.
- (c) Subscriber acknowledges that City Telecom Services are provided on a best-efforts basis and lack of service or poor quality is not grounds for contract termination. Subscriber must allow City Telecom reasonable time to diagnose and correct the problem. If the problem cannot be corrected or fixed within thirty-days from the initial report by the Subscriber, Subscriber may elect to terminate his contract without penalty or liability providing City Telecom with written notice of his / her intent to cancel. Where City Telecom has determined that the problem is not the fault of City Telecom but rather with Subscriber, his equipment, internet, phone lines, connectivity and the like, that are not under the control of City Telecom; in this case Subscribers wishing to insist cancel will be responsible for early termination fee.

2.10 International Boundaries & Rate Variations

Calls to some countries may have higher rates due to international boundary and sovereignty disputes. Examples are territories such as Kiribati(686), Nauru,(674), Solomon Island(677) & Ethiopia(251) to name a few. Rates will be determined based on the area code being dialed and not the Country label.

2.11 Customer Service.

We offer varying types and levels of customer service depending upon a number of factors, including the Service you are using and the problems you are experiencing. For more information on our customer service options, please review our web site at www.ctinets.on.ca . We assume no obligation to provide support services for any related services, or problems with the Service caused by third party products or services. Unless you have entered into a separate services agreement with us, we may change the customer service options at any time.

3. Changes, and Modifications of the Services.

Without incurring liability, City Telecom may at any time and without notice to Subscriber, change, modify or terminate the Services, in whole or in part (including the rates or charges). In the event of any such change or modification, Subscriber will be responsible for paying all charges incurred for the use of the Services despite the change or modification, both before and after the date thereof.

3.1 Subscriber Confidentiality and Privacy

Before you begin to use our services, you will be asked to register to become a client. To complete the registration, you will need to give us some information about yourself including your name, contact phone number, service & billing address, postal code, date of birth, I.D. number, e-mail address and occupation. City Telecom is collecting this information and we retain ownership of it.

3.2 Use of Information

City Telecom believes that knowing more about you will enable us to serve you better. It allows us to personalize the content and services we offer you. Information that you provide to City Telecom is kept confidential. Your information is for the use of City Telecom. It is not shared with any other third party.

Notwithstanding the above, you authorize City Telecom to disclose information including, but not limited to, name, address, and telephone number in the following circumstances:

- . another company as required so that City Telecom may provide the services to you
- . City Telecom affiliates, and agents
- . emergency services in an emergency situation
- . a credit collections agency
- . a person who, in the reasonable estimation of City Telecom, is an agent of you
- . any other third party, upon receiving the consent of you
- . is required by law

3.3 Rate Changes

City Telecom reserves the unilateral right to change, modify, increase, decrease, or add surcharges, connection fees as may be required from time to time.

3.4 Promotions

City Telecom may at its sole discretion promote City Telecom services from time to time through a variety of media channels. This may include free services for a specific period of time (promotional period). After the promotional period, the Subscriber will be billed for services automatically. In order to cancel the future service when the promotional period is elapsed, subscriber must notify City Telecom either by call or by written to cancel the service before the promotional period is expired.

3.5 Service Abuse

You agree that your usage may be measured to determine abuse, residential, business, fraudulent, or use that undermines City Telecom operations in any way. Based on its determination City Telecom may deactivate service immediately without notice or liability. For service plans marketed as "Unlimited"; these plans are monitored for abuse that may hinder services to other Subscribers. Unlimited services are not to be used for telemarketing, or broadcasting of any kind.

3.6 Equipment Returns

Some City Telecom services like Home Phone require equipment to be pick-up / shipped (VoIP Telephone Adapter) from City Telecom to the subscriber for use with the service. The following terms apply to Equipment Returns where applicable:

- (a) All equipment that must be returned to City Telecom for any reason must be at Subscribers' expense. City Telecom will not accept collect packages or pay to have packages picked up. All returned equipment must be returned to City Telecom in perfect re-salable condition in its original packaging. Equipment returned in less than perfect condition, will be charged for refurbishing or \$120 for purchase the whole equipment set.
- (b) Replacement: If the equipment is deemed defective by City Telecom, and new equipment is shipped to the Subscriber, the Subscriber is responsible at his own expense for the safe return of the defective unit to City Telecom in good physical condition at the address indicated by City Telecom representatives. All returned equipment must be accompanied with a "Return / RMA" note provided by City Telecom. inside the packaging. Equipment without the Return / RMA note will not be processed or delay by City Telecom. A copy of Return / RMA note can resend to subscriber by e-mail or fax once upon request.
- (c) Cancellation: Upon cancellation of City Telecom services, the Subscriber is responsible at his own expense for the safe return of the equipment to City Telecom in re-salable condition at the address indicated by City Telecom representatives. All returned equipment must be accompanied with a Return / RMA note provided by City Telecom inside the packaging. If applicable, City Telecom will issue the refund within four to six weeks from the equipment return date (Date in which the equipment arrived at the City Telecom "Return depot" and a proof of delivery by signature can be established). Equipment without a Return / RMA note will not be processed or delay by City Telecom. A second copy of Return / RMA note can re-issue to subscriber by e-mail or fax if lost or missing once upon request.
- (d) Fees: Equipment not returned within 30 days of service cancellation date or equipment with physical damage or missing components are subject to a replacement fee of up to \$120. City Telecom reserves the unilateral right to issue partial refunds when equipment is missing minor items such as cables, power supplies, manuals, packaging etc.
- (e) Shipping and handling charge are non-refundable.
- (f) Home Phone Pre-paid may only be returned for refund within free trial period from the date of purchase / register and must have less than 250 minutes / pre 15 days of usage. (Otherwise, the CAD\$0.03 per minute will be subtracted from your prepaid/deposit before refund is made.)

3.7 Equipment Warranty

All VoIP telephone adaptor equipments are warranty by City Telecom, unless equipment is use in a non-appropriate condition or modified.

3.8 Telephone numbers

If you were assigned a telephone number from City Telecom, this number may at City Telecom sole and absolute discretion and subject to applicable law be assigned to another Subscriber. (City Telecom will take all reasonable measures to prevent such occurrences.)Transferring phone numbers to City Telecom (LNP) is possible only in City Telecom serving territory. If you decide to LNP your existing phone number to City Telecom from another telephone provider; it is possible that your service will be interrupted in certain circumstances while the transfer is in process. City Telecom will not be responsible for any termination fees charged by any other service provider as a result of transferring telephone number to City Telecom. City Telecom can not guarantee or warrant the date on which the number can be switched or can be activated for service. Specific LNP instructions please contact City Telecom for more information. To transfer any number to another company (Reverse LNP) will incur an administration fee of \$50 per number.

3.9 No Directory Listing.

City Telecom does not automatically provide directory listings.

4.0 Service Incompatibility.

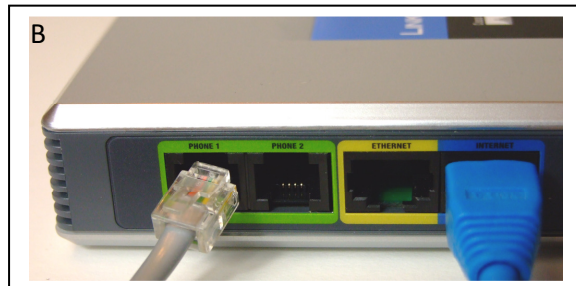
- (a) Home Security Systems. The Service may not be compatible with home alarm systems. You may be required to maintain a telephone connection through your local exchange carrier in order to use any alarm monitoring functions for any security or alarm system installed in your home or business. You are responsible for contacting the alarm monitoring company to test the compatibility of any alarm monitoring or security system with your Home Phone service. City Telecom will not be responsible for any damage or loss due to alarm system not working.
- (b) Apartment Buzz Number. You acknowledge that the Service presently may not be compatible with some apartment buzz number service, and there may be other services with which the Service may be determined to be incompatible.
- (c) For the Local Home Phone dial tone only comes out of "line 2" on the back of the Telephone Adapter. In most cases you will connect a telephone to the back of the Telephone Adapter. You can also however connect the Telephone Adapter "line 2" to any available telephone set/jack in the home. This setup MIGHT work and is not supported by City Telecom Technical Support department because of the many variables.

4.1 General Terms

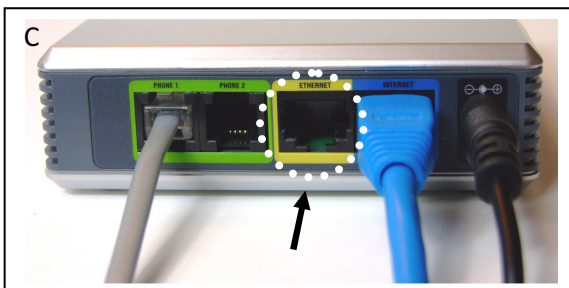
- (a) Enurement/Assignment. These Terms are binding upon and shall ensure to the benefit of the parties and their respective successors, heirs, executors, administrators, personal representatives and permitted assigns; provided, however, that Subscriber shall not assign or transfer its rights or obligations under these Terms without the prior written consent of City Telecom.
- (b) Notices. Any notices of change shall be in writing and delivered by e-mail or personal delivery or certified or registered mail or regular mail to the last address provided by Subscriber.
- (c) Unenforceable Provisions. If any part of these Terms shall be invalid or not enforceable under applicable law, such part shall be ineffective to the extent of such invalidity or unenforceable part only, without in any way affecting the remaining parts of these Terms.
- (d) Governing Law. These Terms and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the province of Ontario and the federal laws of Canada applicable in such province.
- (e) Entire Agreement. These Terms set forth the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all previous discussions, negotiations and agreements.
- (f) City Telecom may change the terms and conditions of this Agreement from time to time. Notices will be considered given and effective on the date posted on www.ctinets.on.ca. Such changes will become binding on you on the date they are posted to our website and no further notice by us is required upon your continued use of the Service. The Agreement as and when posted supersedes all previously agreed to electronic and written terms of service, including, without limitation, any terms included with the packaging of the Device and also supersedes any written terms provided to Retail Customers in connection with retail distribution, including, without limitation, any written terms enclosed within the packaging of the Device.
- (g) French Subscriber confirms that it wishes to have these Terms written in English only. Les parties aux présents confirment leur volonté que la Convention relative aux services de voix soit rédigée en langue anglaise seulement.



A Connect the Ethernet cable with router or modem, and the supplied power adaptor.



B Connect the phone cord with phone set. ("Phone 1" for Hong Kong Broadband phone & "Phone 2" for Local Phone service).



C The computer may connect to the "Ethernet" port for internet connection, if without router setup in the home network.



D The first 2 indicator lights should be on and blink. When the 3rd & 4th indicator lights turn on, means the HK BBP or Local phone are ready to use.