

*Standard Terms and Conditions*  
*Of*  
*Service Agreement*  
*By*  
**CIK Business Solutions**

**Updated Date: July 17, 2018, 2018**

Document Owner:	CIK Business Solutions
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Version

Version	Date	Description	Drafted By:
1.0	May23,2018	Terms agreement	Tom Tong

## **1. General**

CIK Business Solutions (“**CBS**” “**we**” or “**us**”) provides services (the “**services**”) that your business (“**customer**” or “**you**”) subscribe to or purchases under a service agreement or receive from CBS any schedule attached to. These terms of services (“**schedule**”) all taken together constitutes a contract (“**Agreement**”). Any device or hardware used to access the services is referred to here as (“**equipment**”). You should review the entire agreement before you accept it. CBS relies upon your words that you have reached the legal age of majority and are authorized to bind this contract. Each service that you subscribe to is a separate agreement with CBS.

### **1.1 How do I accept terms of agreement with CBS?**

You have chosen to subscribe to one or more CIK Services. Your order for each Service will be confirmed and you will have entered into a binding contract with us about that Service upon the earliest occurrence of one of the followings:

- a) you have submitted an order with our reception over the phone
- b) you have submitted an order online through our web site and it has been accepted by CBS
- c) you have submitted an order through email and it has been accepted by CBS
- d) you have signed a hard copy of service agreement which has been returned to us

### **1.2 Who is responsible for completing the agreement?**

As an account owner, you are responsible for completing the agreement and you are responsible for:

- a) information you provide accurately and truthfully represent your business or personal identity
- b) you will not use the CBS Services, directly or indirectly, for any fraudulent undertaking or in any manner to interfere with the operation of these Services
- c) all charges on your account
- d) making sure that no third party has authorized access to your account and services or
- e) you must ensure someone who uses CBS services under your account with your authorization complies with this agreement

### **1.3 Can I make changes to the term of services?**

You may not make any changes to these terms of services. However, depending on the CBS services you subscribe to and your plan details, you can add or remove certain services or features. You will need to check with CBS for plan details, additional charges may apply.

#### **1.4 Can CBS cancel or suspend my services and agreement?**

Yes, CBS reserves the right to suspend or terminate your Services or any portion thereof without prior notice. We may suspend, block, disconnect or cancel all of your services, equipment, accounts. Causes for taking such an action include:

- a) You breach or fail to comply with any part of the contract, including failure to pay CBS in accordance with the contract, you have past due date charges owing to CBS or CIK company.
- b) You fail to comply with the policy related to responsible use of CBS services
- c) CBS would have to incur unanticipated, unaccounted for, unusual or unreasonable expenses
- d) You exceed your credit limit
- e) You harass, threaten, abuse, annoy or offend our employees or agents
- f) You fraudulently or improperly seek to avoid payments to CBS

#### **1.5 Can I transfer my agreement to someone else?**

You will need our prior permission if you want to assign, transfer or share any services or agreement with someone other than original account owner. We may assign or transfer an agreement or any of our rights or responsibilities under an agreement without your permission.

#### **1.6 Can I cancel my services before my agreement expires?**

We are sorry to let you go. However, if you terminate your Agreement other than in accordance with the terms of the Agreement, you will be required to pay to CBS early cancellation fee which is not a penalty, but is an amount which is equal to the sum of remaining month's service charges. You will be responsible for any other charges that CBS, acting reasonably, is liable to incur for the remainder of the then current Term, including without limitation, installation charges, removal costs and rental costs, and you will forfeit a refund of any prepayment made for Services.

#### **1.7 Can I switch my services to another service provider during the terms of contract?**

Transferring your services to another service provider is considered cancellation of CBS services which will result in an early cancellation fee.

#### **1.8 How long is my agreement with CBS? Will CBS automatically renew my terms of agreement?**

CBS provides terms of services with variety discounts. You and CBS agree to a minimum term of period upon the agreement expiration. Service Term. Service is paid for on a recurring basis for a term that begins on the date that CBS activates the service

and ends on the last day of the billing term. CBS would provide a Month-to-Month term without discounts. You may renew another term with us when your agreement expired.

## **2.0 Billing information and payments**

### **2.1 How do I receive my invoice from CBS and how do I pay my bill?**

All CBS customers are provided online access to view invoices free of charge and by default therefore we do not provide paper bill to any customers. We encourage customer to view their bill from our web site to save the environment.

#### **a) Charges, Billing and Payment**

When the Service is activated, Subscriber is responsible for providing us with a valid email address and a payment method that we accept. We reserve the right to stop accepting your payment method or your payments. Subscriber is responsible for paying all charges, including long distance charges plus all applicable taxes thereon, for the Services subscribed for from CBS , the calls made via Subscriber's telephones or telecommunications systems or the calls made using any number or authorization access code assigned to Subscriber; You also agree to make all your payments by pre-authorized debit or credit card payment with the card number you give to CBS during the activation process unless you have written notice to stop the pre-authorized debit or credit card payment.

CBS will provide customer with a monthly on-line invoice for services and send the invoice to customers by email within **5** days from the invoice generation date. For new registered customers, the **1st** bill will include previous month monthly fee and variable charges such as long-distance charge, internet usage and pay per view etc. calculated by days from the date customer sign-in plus current month monthly charge. For current customers, it includes previous month variable charge plus current month monthly charge.

### **2.2 What is my billing due date? What happens if I miss to make payment by the due date?**

Your billing cycle starts **first day** of each month and the due date will be **15<sup>th</sup> day** of each month. If we do not receive your payment of an amount due on your account by the required due date, a late payment charge of **1.5%** will be applied and added to your next invoice.

**a) Late Payment and Non-Payment.**

If any charges due for Services are unpaid for any reason including, without limitation, non-payment or declined Credit Card charges, CBS may suspend or terminate the Services and all accrued charges shall immediately be due and payable. Neither suspension nor termination shall relieve Customer from the obligation to pay all amounts owing under this Agreement.

Please understand that CBS billing is online by email monthly and it is difficult for CBS to confirm if you receive the monthly billing by email. You agree to waive your rights to receive at least ten (10) days of notice from CBS regarding the amount that CBS will debit from your account. CBS may send you messages about your billing from time to time, but CBS is not obligated to do so. CBS may change or cease its messages at any time without notice to you.

**2.3 Will CBS assign my unpaid account to collection?**

If you cancel your account and carry an unpaid final balance past due date over 60 days we may assign your account to a collection agency.

**2.4 What if I disagree and want to dispute a fee on my invoice?**

If you have any questions or disagree with charges regarding to your bill, you must contact us within **90** days of the invoice due date, otherwise we will presume you have accepted all charges. We will reverse any charges within **30 days** if any of those discrepancies resulted in unauthorized or incorrect charges on your account. However, CBS reserve the right to correct any error in billing for a period of up to 12 months and apply the appropriate charges retroactively.

**2.5 How does CBS discount or promotion work?**

**a) One-time discount**

CBS might give discount to or waive one-time charges such as Processing Fee, Activation Fee, Shipping and Handling Fee and Hardware Purchasing Fee etc. at intervals for promotion. For the part of the one-time charges which was discounted away or waived, if customers cancel the service within 30 days, the discounted or waived portion will be charged back to the original level. If customers cancel the service after 30 days from the service activation, there would be no charge back for the one-time fee discount.

**b) Monthly service discount**

CBS might give new customers monthly service fee discount from time to time based on the term specified by the respective promotion. The common terms might be 1 month, 3-months, 6-month, 1 year, 2 years etc. The monthly service fee discount will stop automatically at the maturity of the pre-stated terms and monthly fee will be back to the original price. We will not renew any of the discounts on our own initiative nor choose any service plans other than the corresponding standard service plans for customers. It is the customer's responsibility to contact us before the expiration date of the discount promotion and select a new service plan available at that time which can better serve customer's needs. If customers cancel the service within the term, previously discounted service fee will be charged back to make the previous monthly service fee be back to the original price.

## **2.6 Is there any additional charges which may be applied to my invoice?**

- a) **Taxes:** Prices, fees and rates for Service do not include customs duties, sales, use, value added, excise, federal, state, local, public utility or other similar taxes. All such taxes, which are applicable, shall be paid by Customer and will be added to any amounts otherwise owing by Customer under the Agreement. No taxes shall be included in any refund to Customer under the Agreement.
- b) **Number porting out fee:** Per CRTC rules, customers have the right to switch phone numbers between phone companies. However, we must pay certain costs to get number ported in or out. CBS may waive the porting charge during promotion period from time to time. If customers cancel porting within 3 days before the targeted porting date or terminate CBS service within 90 days from port-in date, \$25 porting administration fee will be charged. To transfer a CBS number to another company when you cancel CBS service will result in an administration fee of \$25 per number as well.
- c) **Activation, processing fee, shipping and handling fee:** This fee would cover the cost of service activation, processing, shipping and handling cost etc. and it is non-refundable once order is processed.
- d) **Installation charge:** CBS usually charges a processing fee which covers the standard installation or setup required for starting using CBS' service, therefore no extra installation charge would be required. However, if customer requests non-standard installation or setup, an installation charge will be applied based on the distance, hours and material.
- e) **Configuration charge:** If customer uses own equipment, there may have some charges for configuring the device.
- f) **On-Site Service Fee:** CBS Field Support Department has its troubleshooting procedure to help customer investigate and solve customer issues more efficiently, however if customer due to personal reason to requests CBS on-site tech to visit which is not within CBS free service category, an on-site service fee will be

charged based on the distance, hours and material required. CBS has the sole authority to decide the visit is free or not. The following visits will be charged:

- 1) Request to replace defective modem
  - 2) Request to connect customer equipment
  - 3) Request to configure customer own router/computers
  - 4) For customer reported issues which are identified as due to customer own reason or unable to duplicate the issue.
- g) **DMC charge:** DMC charge refers to Diagnostic maintenance charges which major ILEC and cable companies get approved in CRTC tariff. Once we open trouble tickets to our last mile providers such as Bell/Rogers/Telus/Cogeco/Videotron/Shaw etc. and if the issue is not found or it is identified due to customer own issue, a DMC charge will be billed to CBS. We will investigate the DMC and will pass the charge to the customer if it is proved to be customer own issue.
- h) **NSF charge and Credit card charge back:** For failed PAD bank transaction, returned Cheque or credit card charge back, a finance charge will apply.

## **2.7 Why does CBS require deposits? What are they?**

CBS reserves the right to check subscriber's credit record before activating the Services. Should CBS 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. CBS will determine, at its discretion, how subscriber's deposit or other security will be allocated to satisfy outstanding amounts owed by subscriber to CBS. By subscribing to the services, subscriber authorizes CBS 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 CBS may reasonably request for this purpose. All deposits or other prepayments made by a subscriber in connection with the services will earn no interest.

### **a) Service deposit**

CBS may ask for a service security deposit if CBS is not satisfied with customer's credit history. The Service security deposit will be kept for a minimal of 2 years without interests and it will be returned to customer either:

- Upon service cancellation, it will be released to customer's account and applied to any unpaid invoice charges
- Upon customer request after two years, if customer has good payment history with CBS

### **b) Equipment or hardware deposit**

CBS may ask for a hardware security deposit for some specific hardware and the deposit will be held without interest. The Hardware deposit will be kept for a minimum of 2 years without interests and it will be returned to customer either:

- Upon service cancellation, it will be released to customer's account and applied to any unpaid invoice charges
- Upon customer request after two years, if customer has good payment history with CBS

### **3.0 Equipment**

#### **3.1 What equipment do I get from CBS, new or used?**

The equipment you buy from CBS are new, unless the equipment you rent from CBS might be new or refurbished and it depends on our availability.

#### **3.2 Does CBS equipment have any warranty?**

Equipment refers to the boxes (CPE) required at customer site so that CBS can provide service to the customers. From time to time, there are two different options for CBS to provide CPE to the customers: Free Rental or Purchased.

- a) Free Rental:** All CPE boxes for which customers paid or received without deposit when service started usually come with 1-year warranty term.
- b) Purchased:** Boxes which are sold to the customers at the original or discounted price. Warranty: CBS provides life time warranty to the Rented or sold CPE if customer is using CBS service, if the CPE breaks due to non-man-made damages, CBS will replace the CPE free of charge. For man-made reasons example due to using wrong power adaptor, pouring water into the box, physical damage etc., customer needs to buy new CPE and CBS will ship it free. Upon the service cancellation, CBS is not responsible for any liabilities of the CPE from the date of service termination.

#### **c) Other importance points you may need to know:**

- If CBS purchased equipment from 3<sup>rd</sup> party requested by you. The warranty would be covered by manufacturer's warranty.
- All hardware customers obtain either free rental or purchased from CBS are developed/designed for using CBS service only
- When customers obtain these hardware via purchase, CBS has already offered big discount to offset the purchase cost;
- These hardware are provided life time warranty if customer remains using our service;
- Once customer service is disconnected, any hardware provided by CBS will automatic lose warranty from CBS;
- CBS has no obligation to guarantee any of CBS equipment would be working with any third party's service;

- CBS will not provide any support to those hardware including changing configuration, firmware upgrading, repairing, exchanging etc. after CBS service is cancelled;

## **4.0 Use of CBS Services**

### **4.1 Can I resell my services to others?**

NO, you cannot. By accessing and using any Service, you agree to the terms and conditions contained in the Agreement and you further agree to comply with and use of the Service in accordance with the Agreement and all applicable laws.

### **4.2 What do I need to do to help CBS to provide services to me?**

- a) Make sure you provide correct information to us
- b) Ensure CBS has right to access and use inside wiring at your services address
- c) Permit CBS to install, replace, remove, update and configure software as required to provide CBS services.
- d) Please note CBS is not responsible for configuring or wiring your existing hardware or equipment.

### **4.3 What should I do if I am experiencing technical problem with CBS services?**

Please contact CBS for technical support. When contacting with technical support, you agree to allow CBS to access, take control of the Equipment remotely, including installation and where applicable, uninstallation of certain software.

### **4.4 How do I transfer my phone numbers?**

#### **a) Port to CBS:**

CBS will request your existing service provider to port in your existing phone number.

- Make sure you have the right to make the request
- Authorize CBS to share your existing service provider your related information for the request. (which may include your personal information like: name, address and phone number)
- You are responsible for any payments or charges owed to your existing service provider

#### **b) Port from CBS**

Based on your request to port your phone number to a new service provider and if your account and phone numbers are active CBS will cancel your business phone services and you will be responsible for all fees including early cancellation charges if applicable.

### **4.5 Are there any circumstances when I will be compensated?**

Customer hereby agrees to indemnify and hold harmless CBS and its officers, directors, shareholders and affiliates from and against any and all claims, damages and/or liability arising out of the Services or Equipment, including, without limitation, claims for libel, slander, invasion of privacy or infringement of copyright arising out of material, data or information transmitted via the Services and claims arising out of any intentional act or omission by Customer or others authorized by Customer to use the Service.

#### **4.6 Emergency service 9-1-1**

**Fees:** As it is mandatory to provide VoIP 911 service per CRTC, CBS may charge a service fee per month to provide this emergency service. Depending on where your company is, these fees may be variable.

- a) **Non-Availability of Traditional 911 or VoIP 9-1-1 Dialing Service.** CBS offers on its VoIP phone service, a form of 911 Dialing service (911 Dialing) that is like traditional 911 (911) service but has some important differences and limitations when compared with enhanced 911 Dialing service (VoIP 9-1-1) available in most locations in conjunction with traditional telephone service. With both traditional 911 and VoIP 9-1-1 Dialing service, your call is sent directly to the nearest emergency response center. In addition, with traditional 911 dialing service, your call back number and address are visible to the emergency response center call-taker. With VoIP Phone's 911 Dialing service, your call is sent to a national emergency call center. The emergency operator answering the call may not have your call back number or your exact location, so you must be prepared to give them this information. The call center operator will confirm your location information and then transfer your 911 call to the emergency response center nearest your location. You authorize us to disclose your name and address to third-parties involved with providing 911 Dialing to you, including, without limitation, call routers, call centers and local emergency centers. The customer agrees to inform any user and potential users of the service the natural and the limitations of the provided 911 service.
- b) **Registration of Physical Location Required.** For each phone line that you utilize with the Service, you must register with CBS the physical location where you will be using the Service with that phone line. Your initial location will be registered as a part of subscribing to the Service. It is incumbent on you to confirm the accuracy of your physical address via your online account if you have any changes, additions or transfers of phone numbers. When you move the Device to another location, you must update your location. If you do not update your location, 911 calls you make may be sent to an emergency center near your old address. You may update a location by logging on to your online account or contact our 24/7 support centers. For purposes of 911 Dialing, you may only register one location at a time for each phone line. Regardless of what address you register for a portable

device (such as Wi-Fi, CBS V-Phone or Soft Phone), emergency calls you make from these devices will be routed to the CBS national emergency response center.

## **5.0 CBS's Liability**

### **5.1 How does CBS limit its 9-1-1 service liability?**

We do not have any control over whether, or the way, calls using our 911 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 assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither CBS nor its officers or employees may be held liable for any claim, damage, or loss, nor do you hereby waive all such claims or causes of action, arising from or relating to our 911 Dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless CBS, 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, attorney's fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.

- a) **Network Congestion:** Reduced Speed for Routing or Answering 911 Dialing Calls. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.
- b) **Alternate 911 Arrangements:** If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or VoIP 9-1-1 services or disconnecting the Service.

### **5.2 Are there any circumstance when CBS has no liability at all?**

- a) CBS may interrupt the Services to Subscriber at any time for any duration of time, without any notice or liability, to install, inspect, repair, replace or to perform necessary maintenance on the telecommunications equipment, facilities or network, or for other reasons as may be required. CBS service is provided to the Subscriber on a best-efforts basis. Subscriber acknowledges that CBS VoIP service requires high-speed internet connectivity. Poor or lack of internet connectivity, power failure, computer viruses and the like

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(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) 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)
- c) Subscriber's conduct, acts or omissions, or the operation or failure of Subscriber's equipment or facilities.
- d) Any event beyond the reasonable control of CBS 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.
- e) Any charges by third parties including other telephone companies or wireless carriers for services. Subscriber agrees to indemnify and hold harmless CBS against all claims, including fees and expenses of counsel, resulting from Subscriber's use (or the use by others with Subscriber's explicit or implicit consent) of the Services, Subscriber's codes, facilities or equipment, which causes direct or indirect damage or harm to another party or to the property of another.
- f) Any charges by third parties including other telephone companies or wireless carriers for services. Subscriber agrees to indemnify and hold harmless CBS against all claims, including fees and expenses of counsel, resulting from Subscriber's use (or the use by others with Subscriber's explicit or implicit consent) of the Services, Subscriber's codes, facilities or equipment, which causes direct or indirect damage or harm to another party or to the property of another.

### **5.3 How does CBS protect my personal information?**

With this agreement, subscriber acknowledge that you authorize CBS to obtain, at any time, information regarding customer credit from any personal agent, financial institution, employer or any other person with whom he or she may have business relationship and authorizes such person to transmit such information to CBS. The consent is given for opening an account and recovering sums that may be owing to CBS. This information will be treated confidentially at any time. With limitation, CBS may use subscriber information for advisement purpose, you shall notice to CBS in writing if you do not want to be listed on distribute list for advisement. CBS may sometimes legally require to monitor, record, and provide evidence of the activity or information of the identified Customers or required to remove some content because of court orders or warrants, without prior or subsequent notice provided to the Customer. You also acknowledge that with use of CBS services confirms your acceptance of these terms and conditions. It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English.

## **6.0 Miscellaneous**

### **6.1 Jurisdiction**

The law of the state of your residence shall govern this Agreement, as well as, the relationship between you and us except to the extent such law is preempted by or inconsistent with applicable federal law. Notwithstanding the foregoing, because this Agreement evidences a transaction in interstate commerce, the Federal Arbitration Act shall govern the interpretation and enforcement of the arbitration provision set forth below.

The Agreement is governed exclusively by and construed in accordance with the laws of the province or territory in which your billing address is located, but if your billing address is outside of Canada, the Agreement is governed exclusively by the laws of the province of Ontario and you submit to the jurisdiction of the courts of Ontario. Please note that your rights and remedies may vary by province or territory.

### **6.2 Entire agreement**

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

### **6.3 Severability**

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

### **6.4 Future changes to this agreement**

We 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 <http://www.cikbusiness.com>. 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 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.

## **6.5 General Contacts**

### **General Line**

Toll Free: 1-844-424-5287

Toronto: 416-874-6999

Montreal: 514-800-1993

Vancouver: 604-283-1555

### **Sale Line-Dedicated**

Toll Free: 1-888-871-8289

Toronto: 416-800-4588

Montreal: 514-800-1993

Vancouver: 604-283-1968

### **Customer Care Email**

General Inquiries: [cbs@ciktel.com](mailto:cbs@ciktel.com)

Tech Support: [cbs.support@ciktel.com](mailto:cbs.support@ciktel.com)

**Business Hours:** 9:00am - 9:00pm (EST), Monday - Friday