

GOLD LINE TELEMAGEMENT INC.

END USER SIP TRUNK AGREEMENT

This is the Telecommunications Services Agreement for Gold Line's GLSIP SIP Trunking Service ("Service") provided to you, the "Customer". This Agreement governs only the SIP Trunk Service and excludes any equipment, such as a VOIP phone, PBX or any other VOIP connection equipment, ("Equipment") used in conjunction with the Service.

1. SERVICE

1.1 Term

The term of service is yearly, payable in twelve monthly installments in advance, at the beginning of each month. Billing shall begin on the date that Gold Line activates Customer's Service and will be pro-rated for the first partial month. Usage charges for phone calls made during the previous month will be billed on the current month invoice. Services shall be renewed automatically for 1 year period, either must give a minimum of sixty (60) days prior written notification of cancellation or termination prior to the end of the then current yearly term. Expiration of the term or termination of Service does not excuse the Customer from paying all unpaid, accrued charges due in relation to the Agreement. Termination by Customer prior to the end of the term current term shall not excuse the Customer from payment until the end of said term.

1.2 Prices for Service

Pricing for GLSIP service is provided in the form of a separate quotation document which has been signed and accepted by Customer.

1.3 Customer Service and 24 hour NOC Support

Gold Line provides normal customer service during regular business hours 9am to 5pm Monday through Friday for the purpose of answering standard customer service requests and providing technical support. Gold Line will assist the customer free of charge with up to five service requests per month after which Gold Line reserves the right to charge professional service fees and/or require that the customer buy additional paid training courses. System failures may be reported 24 hours a day 7 days a week to Gold Line's Network Operations Center (NOC) via telephone. Trouble diagnosis and repair for problems not due to the fault of GLSIP Service will be charged at \$100 per hour, with a one-hour minimum. Such problems may include local LAN network problems, customer owned equipment such as routers and firewalls, or Internet Service Provider (ISP) related problems.

1.4 Loss of Service Due to Power Failure or Internet Service Outage or Termination or Suspension or Termination by Gold Line

Customer acknowledges and understands that the Service does not function in the event of power failure (unless the Customer has a power generator on site to deal with power failures). Customer also acknowledges and understands that the Service requires a fully functional LAN and broadband connection to the Internet (which is not provided by Gold Line) and that, accordingly, in the event of an outage of customer provided network components, or termination or failure of service with or by Customer's Internet service provider ("ISP") and/or broadband provider, the Service will not function, but that Customer will continue to be billed for the Service unless and until Customer terminates the Service in accordance with this Agreement. Should there be an interruption in the power supply or ISP outage, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service. Power disruptions or failures or ISP outages will also prevent dialing to emergency service numbers including the 911 calling feature. Should Gold Line suspend or terminate Customer's Service, the Service will not function until such time as Gold Line restores Customer's Service (which may require payment of all invoices and reconnection fees owed by Customer and/or cure of any breach by Customer of this Agreement).

1.5 Prohibition on Resale and Restrictions

Customer shall not to resell or transfer the Service to any other person for any purpose, without express written permission from Gold Line in advance. Unless otherwise agreed to in writing by Gold Line, Customer shall not use the Service for auto-dialing, continuous or extensive call forwarding, inbound or outbound call centers, telemarketing (including without limitation charitable or political solicitation or polling), fax broadcasting or fax blasting.

1.6 Lawful Use of Service and Equipment

1.6.1 Prohibited Uses

Customer agrees to use the Service only for lawful purposes. Without limitation, Customer agrees not to use the Service for transmitting or receiving any communication or material of any kind which in Gold Line's sole judgment the transmission, receipt or possession of such communication or material: (i) would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or (ii) encourages conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law (the uses described in clauses (i) and (ii) above are collectively referred to as "Prohibited Uses"). Gold Line reserves the right to terminate the Service immediately and without advance notice if Gold Line, in its sole discretion, believes that Customer is using the Service for a Prohibited Use. Upon any such termination, Customer shall continue to be responsible for the full year's charges to the end of the current term, including without limitation unbilled charges, all of which immediately

become due and payable and may at Gold Line's discretion be immediately charged to Customer's bank account. Customer is liable for any and all use of the Service by its employees, contractors and agents and by any person making use of the Service, provided to Customer agrees to indemnify and hold harmless Gold Line against any and all liability for any such use. If Gold Line, in its sole discretion believes that Customer has used the Service for a Prohibited Use, Gold Line may forward the objectionable material, as well as the communications with Gold Line and any personally identifiable information to the appropriate authorities for investigation and prosecution and Customer hereby consent to such forwarding.

1.6.2 Regulatory Obligation. Without limiting the generality of the above, The Customer is required to comply with the regulatory obligations described in Telecom Decision CRTC 94-10, Telecom Order CRTC 96-1229, Telecom Decision CRTC 97-8, Telecom Decision CRTC 2001-193, Telecom Decision 2007-48 and any amendments, decisions or orders that the CRTC may issue from time to time in relation to the Service.

1.6.3 Use of Service by Customers Outside the United States or Canada

Gold Line does not offer local phone service or 911 emergency services outside the United States or Canada. If Customer uses the Services in a country other than the United States or Canada, Customer do so at Customer's sole risk, including the risk that such activity violates local laws and that 911 emergency services are unavailable. Customer is liable for any and all charges, fees, fines, taxes, regulatory charges or penalties resulting from use of the Service outside the United States or Canada by Customer's self or any person making use of the Service provided to Customer and agree to indemnify and hold harmless Gold Line against any and all liability for any such use. Gold Line does not guarantee that the Service will operate outside the United States or Canada.

1.7 Copyright / Trademark / Unauthorized Usage of Equipment, Firmware or Software

The Service and software used to provide the Service or provided to Customer in conjunction with providing the Service, and all information, documents and materials on Gold Line's website(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of Gold Line are and shall remain the exclusive property of Gold Line and nothing in this Agreement shall grant Customer the right or license to use any of such marks. Customer acknowledges that Customer is not given any license to use the firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) during the term of this Agreement strictly in accordance with the terms and conditions of this Agreement. Customer warrant and represent that Customer possess all required rights, including software and/or firmware licenses, to use third party interface equipment with the Service and Customer will indemnify and hold harmless Gold Line against any and all liability

arising out of Customer's use of such interface equipment in connection with the Service. Customer shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

1.8 Theft of Service

Customer agrees to notify Gold Line immediately, in writing or by calling the Gold Line customer support line, if Customer becomes aware at any time that Customer's Service is being stolen or fraudulently used. When Customer calls or writes, Customer must provide Customer's account number and a detailed description of the circumstances of the Equipment theft or fraudulent use of Service. Failure to do so in a timely manner may result in the termination of Customer's Service and additional charges to Customer. Until such time as Gold Line receives proper notice of the theft or fraudulent use, Customer will be liable for all use of the Service.

1.9 Equipment Purchase

Customer is responsible for the purchase of all equipment necessary for the Services. Gold Line has no responsibility whatsoever regarding any such equipment.

1.10 Number Transfer on Service Termination

Upon termination of the Service, Gold Line will release any telephone number issued by Gold Line, or ported in from a previous service provider, to Customer's new service provider, if such new service provider is able to accept such number, and provided that: (i) Customer's account has been terminated; (ii) Customer's Gold Line account is current including payment for all charges and disconnect fees; and (iii) Customer requests the transfer upon terminating Customer's account.

1.11 Service Distinction

Customer acknowledges and understands that the Service is not a telephone service. Important distinctions (some, but not necessarily all, of which are described in this Agreement) exist between telephone service and the enhanced Service offering provided by Gold Line. The Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect Customer's rights of redress before federal, provincial or other telecommunications regulatory agencies.

1.12 No 0+ Calling; May Not Support x11 Calling

Gold Line's Service does not support 0+ calling (including without limitation collect, third party billing or calling card calling). Gold Line's Service may not support 311, 411, 511 and/or other x11 (other than 911, which is provided for elsewhere in this Agreement) services in one or more (or all) service areas.

1.13 Free Conference Calling Service may be blocked

Gold Line reserves the right, at its sole discretion, to block calls to "Free conference calling" numbers and other services used for "Traffic Pumping," a technique in which abnormally high intercarrier exchange rates are required to terminate calls.

1.14 911 Registration Mandatory

Customer understands and agrees that the services hereunder may not be available to Customer until such time as Customer has registered for 911 Dialing Services as provided in Section 2 below.

2. EMERGENCY SERVICES - 911 DIALING

2.1 Non-Availability of Traditional 911 or E911 Dialing Service

Customer acknowledges and understands that the Service does NOT support traditional 911 or E911 access to emergency services. Gold Line does offer, for an additional fee, a limited 911-type service available, only as described herein. Customer acknowledges and understands that 911-type dialing is NOT automatic, that Customer must separately take affirmative steps, as described in this Agreement, to activate such 911-type dialing capabilities and that such 911-type dialing is different in a number of important ways (some, but not necessarily all, of which are described in this Agreement) from traditional 911 service.

2.2 Description of 911-Type Dialing Capabilities - Activation Required

Gold Line does offer a 911-type dialing service that is different in a number of important ways from traditional 911 service. Customer acknowledges and understands that 911-type dialing is NOT automatic. When Customer dials 911, the call is routed to the Public Safety Answering Point (PSAP) or local emergency service personnel designated for the address that Customer has listed at the time of activation. Customer acknowledges and understands that when Customer dials 911 it is intended that the Customer will be routed to the general telephone number for the PSAP or local emergency service provider (which may not be answered outside business hours), and may not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing. Gold Line relies on third party providers for the forwarding of information underlying such routing, and accordingly Gold Line disclaims any and all liability or responsibility in the event such information or routing is incorrect. As described herein, this 911-type dialing currently is NOT the same as traditional 911 or E911 dialing, and at this time, does not necessarily include all of the capabilities of traditional 911 dialing. Neither Gold Line 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 911 dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence,

recklessness, or intentional misconduct on the part of Gold Line. Customer agrees to indemnify and hold Gold Line harmless from any claim or action arising out of misroutes of 911 calls, including but not limited to Customer's failure to follow correct activation procedures for 911 calling or Customer's provision to Gold Line of incorrect information in connection therewith.

2.3 Service Outage

2.3.1 Power Failure or Disruption

Customer acknowledges and understands that 911 dialing does not function in the event of a power failure or disruption. Should there be an interruption in the power supply, the Service and 911 dialing will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service or 911 dialing.

2.3.2 Broadband Service / ISP Outage or Termination / Suspension or Termination by Gold Line

Customer acknowledges and understands that service outages or suspension or termination of service by Customer's broadband provider and/or ISP will prevent ALL Service including 911 dialing.

2.3.3 Service Outage Due to Suspension of Customer's Account

Customer acknowledges and understands that service outages due to suspension of Customer's account as a result of billing issues will prevent ALL Service, including 911 dialing.

2.3.4 Other Service Outages

Customer acknowledges and understands that if there is a service outage for ANY reason, such outage will prevent ALL Service, including 911 dialing. Such outages may occur for a variety of reasons, including, but not limited to those reasons described elsewhere in this Agreement.

2.3.5 Limitation of Liability and Indemnification

Customer acknowledges and understands that Gold Line's liability is limited for any Service outage and/or inability to dial 911 from Customer's line or to access emergency service personnel, as set forth in this document. Customer agrees to defend, indemnify, and hold harmless Gold Line, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service relating to the absence, failure or outage of the Service, including 911 dialing and/or inability of

Customer or any third person or party or user of Customer's Service to be able to dial 911 or to access emergency service personnel.

2.4 911 Dialing Requires Registration and Additional Fee.

Customer acknowledges and understands that 911 dialing does not function unless Customer has successfully paid for and registered Customer's phone location by designating the correct physical address of each phone by means of a signed customer order form attached hereto as Schedule A. Customer acknowledges and understands that Customer cannot dial 911 through the Service unless and until Customer has received a confirming email from Gold Line, stating that the registration information has been received and entered into the Gold Line system, and that the 911 dialing feature is available to Customer. Customer acknowledges that Customer is responsible for re-registering the phone's address if Customer moves the phone to another location. This reregistration must be done via the specific toll free number provided by Gold Line for this purpose.

2.5 Failure to Designate the Correct Physical Address When Activating 911 Dialing

Failure to provide the current and correct physical address and location of Customer's certified equipment will result in any 911 communications you may make being routed to the incorrect local emergency service provider. This must be the actual physical street address where you are located, not a post office box, mail drop or similar address.

2.6 Requires Re-Activation if You Change Customer's Number or Add or Port New Numbers

Customer acknowledges and understands that 911 dialing does not function if Customer changes Customer's phone number or (for such newly added or ported numbers) if Customer adds or port new numbers to Customer's account, unless and until Customer has successfully registered the new location with Gold Line by means of a signed order form, and until such later date that such activation has been confirmed to you through a confirming email. Although Customer may have activated 911 dialing with Customer's former Gold Line phone number, Customer must separately register for 911 dialing for any changed or newly added or ported number.

2.7 Requires Re-Activation if You Move or Change Location

Customer acknowledges and understands that 911 dialing does not function properly or at all if Customer moves or otherwise changes the physical location of Customer's equipment to a different street address, unless and until Customer has successfully registered the new location with Gold Line by means of a signed order form, and until such later date that such activation has been confirmed to Customer through a confirming email. 911 dialing must be re-activated although Customer may have activated 911 dialing using Customer's former address, and Customer must separately activate 911 dialing for any new physical address. Failure to provide the current and correct physical

address and location of Customer's equipment will result in any 911 dialing Customer may make being routed to the incorrect local emergency service provider.

2.8 Possibility of Network Congestion and/or Reduced Speed for Routing or Answering 911

Due to the technical constraints on the manner in which it is possible to provide the 911 dialing feature for Gold Line Service at this time, Customer acknowledges and understands that there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 communication made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks. Customer acknowledges and understands that 911 dialing through the Service will be routed to the general telephone number for the local emergency service provider (which may not be answered outside business hours), and will not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls at such local provider's facilities when such calls are routed using traditional 911 dialing. Customer acknowledges and understands that there may be a greater possibility that the general telephone number for the local emergency service provider will produce a busy signal or will take longer to answer, as compared to those 911 calls routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing. You acknowledge and accept that Gold Line relies on third parties for the forwarding of information underlying such routing, and accordingly Gold Line disclaims any and all liability or responsibility in the event such information or routing is incorrect. Gold Line or its officers or employees, may not 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 911 dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of Gold Line.

2.9 Automated Number Identification

At this time in the technical development of Gold Line's third party provider of network 911 dialing, it may or may not be possible for the Public Safety Answering Point (PSAP) and the local emergency personnel to identify Customer's phone number when Customer dials 911. The third party provider's system is configured in most instances to send the automated number identification information; however, one or more telephone companies, not Gold Line, route the traffic to the PSAP and the PSAP itself must be able to receive the information and pass it along properly, and PSAPs are not yet always technically capable of doing so. Customer acknowledges and understands that PSAP and emergency personnel may or may not be able to identify Customer's phone number in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them Customer's phone number and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

2.10 Automated Location Identification

At this time in the technical development of Gold Line's third party provider of 911 dialing, it is not possible to transmit identification of the address that you have listed to the (PSAP) and local emergency personnel for Customer's area when you dial 911. Customer acknowledges and understands that Customer will need to state the nature of Customer's emergency promptly and clearly, including Customer's location, as PSAP and emergency personnel will NOT have this information. Customer acknowledges and understands that PSAP and emergency personnel will not be able to find Customer's location if the call is unable to be completed, is dropped or disconnected, if the Customer is unable to speak to tell them Customer's location and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

2.11 Alternative 911 Arrangements and Waiver of Gold Line 911 Dialing Service

Customer acknowledges that Gold Line does not offer traditional 911 or primary line or lifeline services. Customer should always have an alternative means of accessing traditional E911 services.

3. CHARGES / PAYMENTS / DEFAULT / TAXES / TERMINATION

3.1 Billing

Payment shall be either by check, direct deposit or pre-authorized payment, as agreed in writing by the parties. We will invoice all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which Gold Line decides to bill in arrears) , including but not limited to: activation fees, monthly Service fees, international usage charges, advanced feature charges, equipment purchases, disconnect fees and shipping and handling charges. Gold Line reserves the right to invoice at more frequent intervals if the amount due at any time exceeds \$200. Any usage charges will be billed in increments that are rounded up to the nearest minute except as otherwise set forth in the rate schedules found on Gold Line's website. Customers that are approved for credit may be invoiced by Gold Line. Invoice payments are due upon receipt.

3.2 Billing Disputes

Customer must notify Gold Line in writing within 7 days after receiving Customer's Gold Line statement if Customer disputes any Gold Line charges on that statement or such dispute will be deemed waived. Customer agrees to pay for all charges that are not in dispute. Billing disputes should be notified to the following address:

Carrier Services Billing Manager, 300 Allstate Parkway, Markham, Ontario L3R 0P2

or

email: Khalid@goldline.net

3.3 Payment

Gold Line accepts payments by credit card as set forth in Section 4.1. Customer's initial use of the Service authorizes Gold Line to charge the credit card account number on file with Gold Line, including any changed information given Gold Line if the card expires or is replaced, or if Customer substitute a different card, for Gold Line charges as set forth in Section 4.1. Customer authorize Gold Line to use Customer's new credit card expiration date of the credit card on file in the event Customer's credit card is renewed. This authorization will remain valid until 30 days after Gold Line receives Customer's written notice terminating Gold Line's authority to charge Customer's credit card, whereupon Gold Line will charge Customer any outstanding charges and terminate the Service. Gold Line may terminate Customer's Service at any time in its sole discretion, if any charge to Customer's credit card on file with Gold Line is declined or reversed, Customer's credit card expires and Customer have not provided Gold Line with a valid replacement credit card or in case of any other non-payment of account charges. Termination of Service for declined or expired card, reversed charges or non-payment leaves Customer FULLY LIABLE to Gold Line for ALL CHARGES ACCRUED BEFORE TERMINATION and for all costs incurred by Gold Line in collecting such amounts, such as (but not limited to) collection costs and attorney's fees.

3.4 Termination/Discontinuance of Service

Gold Line reserves the right to suspend or discontinue providing the Service for prohibited or unlawful use, abuse or failure to pay at any time in its sole discretion. If Customer's Service is terminated for any stated reason, including without limitation violation of this Agreement, or because of any improper use of the Service (such as, but not limited to, Customer's attempts to hack, disrupt, or misuse the Service or Customer's acts or omissions that violate any acceptable use policy of Gold Line or of a third party provider to which Gold Line is subject), Customer will be responsible for the full charges to the end of the current term, including without limitation unbilled charges, plus the disconnect fee, if any, all of which immediately become due and payable. Gold Line may discontinue providing the Service generally due to reasons related to changes in service availability in which case, Customer will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. Service is provided for a full year term, meaning that if Customer terminate Service prior to the end of the term, Customer will be responsible for the full charges through the end of the year in which service actually terminated, including without limitation unbilled charges.

3.5 Taxes

Customer is responsible for, and shall pay, any applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of Customer's subscription or use or payment for the Service. Such amounts are in addition to payment for the Service and will be billed to Customer's credit card as set forth in this Agreement. If Customer is exempt from payment of such taxes, Customer shall provide Gold Line with an original certificate that satisfies applicable legal requirement attesting to tax-exempt status. Tax exemption will only apply from and after the date Gold Line receives such certificate.

3.6 Payphone Charges

Gold Line will charge any state, provincial or federal mandated payphone fee imposed on Gold Line by payphone owners in connection with toll free calls made to Customer's toll free numbers. Gold Line may recover these amounts by means of a per-call charge, rounded up to the next cent, or in such other fashion as Gold Line deems appropriate for the recovery of these costs.

4. WARRANTY AND LIABILITY LIMITATIONS / INDEMNIFICATION

4.1 Limitation of Liability

Gold Line shall not be liable for any delay or failure to provide the Service, including 911 dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:

1. Act or omission of an underlying carrier, service provider, vendor or other third party;
2. Equipment, network or facility failure;
3. Equipment, network or facility upgrade or modification;
4. Force Majeure events such as (but not limited to) acts of god; strikes; fire; war; riot; government actions;
5. Equipment, network or facility shortage;
6. Equipment or facility relocation;
7. Service, equipment, network or facility failure caused by the loss of power to Customer;
8. Outage of Customer's ISP or broadband service provider;
9. Act or omission of Customer or any person using the Service or equipment provided to Customer;
10. Any other cause that is beyond Gold Line's control, including without limitation a failure of or defect in any equipment, the failure of an incoming or outgoing communication, the inability of communications (including without limitation 911 dialing) to be connected or completed, or degradation of voice quality.

Gold Line's aggregate liability for (i) any failure or mistake; (ii) any claim with respect to Gold Line's performance or nonperformance hereunder or (iii) any Gold Line act or

omission in connection with the subject matter hereof shall in no event exceed Service charges with respect to the term during which the cause of action arose.

4.2 Disclaimer of Damages

IN NO EVENT SHALL GOLD LINE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE SERVICE. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT GOLD LINE WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

4.3 Indemnification

Customer agrees to defend, indemnify, and hold harmless Gold Line, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service, relating to this Agreement, the Services, including 911 dialing. This paragraph shall survive termination of this Agreement.

4.4 No Warranties on Service

GOLD LINE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, GOLD LINE DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, AND DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER GOLD LINE NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO GOLD LINE'S OR CUSTOMER'S

TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR EQUIPMENTS OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF GOLD LINE'S OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR EQUIPMENT, IF ANY, BY GOLD LINE OR GOLD LINE'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

4.6 No Third Party Beneficiaries

No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

4.7 Content

Customer is liable for any and all liability that may arise out of the content transmitted by or to Customer or users of the Services. Customer shall assure that Customer's or user's use of the Services and content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. Gold Line reserves the right to terminate or suspend affected Services, and/or remove Customer's or users' content from the Services, if Gold Line determines that such use or content does not conform with the requirements set forth in this Agreement or interferes with Gold Line's ability to provide Services to Customer or others or receives notice from anyone that Customer's or users' use or Content may violate any laws or regulations. Gold Line's actions or inaction under this Section shall not constitute review or approval of Customer's or users' use or Content. Customer will indemnify and hold Gold Line against any and all liability arising from the content transmitted by or to Customer or to users using the Services. A "user" means any person, whether authorized or unauthorized, using the Service provided to Customer.

5. MISCELLANEOUS

5.1 Governing Law / Resolution of Disputes

Any controversy or claim arising out of or relating to this Agreement or the existence, validity, breach, or termination thereof, whether during or after its terms, will be referred to and finally settled by compulsory arbitration in accordance with the Arbitration Act (Ontario), which is deemed to be incorporated by reference into this clause, as modified or supplemented under this Section. The arbitration proceeding will take place in Toronto, Ontario and will be conducted in the English language, by a single arbitrator, should the parties agree to one. Otherwise, the arbitration panel will consist of 3 arbitrators, one (1) arbitrator appointed by each party and a third neutral arbitrator appointed by the two (2) arbitrators designated by the parties. The arbitral award will be

the exclusive remedy of the parties for all claims, counterclaims, issues, or accountings presented or plead to the arbitrators. A party may apply to any competent court to enforce the arbitral award. Nothing in this Section shall limit or prevent a Party from seeking to enforce the performance of this Agreement by injunction or specific performance upon application to a court of competent jurisdiction without proof of actual damage (and without the requirement of posting a bond or other security).

5.2 Entire Agreement; Amendment

This Agreement, the signed quotations and Gold Line's current long distance rates constitute the entire agreement between Customer and Gold Line and govern Customer's use of the Service, superseding any prior agreements between Customer and Gold Line and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No amendment to this Agreement shall be binding upon either party unless made by mutual written agreement of both parties.

5.3 Severability

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

6. PRIVACY

Gold Line Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. Gold Line is not liable for any lack of privacy which may be experienced with regard to the Service.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the date first above written.

GOLD LINE TELEMAGEMENT INC.

CUSTOMER:

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

SCHEDULE A

911 DIALING REGISTRATION FORM

Customer Name:	
Street No.:	
Unit:	
Address:	
Province/State:	
City:	
Postal Code:	
Country:	
Customer Email (for registration confirmation purposes):	
DID / Local Number**:	

** To include more DID's please attach additional Schedules and number them A-1, A-2, A-3, etc.