

# **Terms of service: CAZTEL COMMUNICATIONS INC.**

## **Provision of Service**

The Service is only available where it is possible and commercially reasonable for Castel.

## **Use of Service**

You agree that You will use the services only for lawful purposes. You acknowledge that Castel may terminate Service immediately, without any notice and without any liability to You whatsoever, if, at the sole and unfettered discretion of Castel, You or any other user of the Services provided to You misuses or permits others to misuse or abuse any service for purposes that are contrary to law or contrary to these Terms of service, or in order to preserve the integrity of Castel's network, or to comply with any applicable laws, regulatory orders or tariffs.

You acknowledge and agree that You shall be liable for any and all use of the services associated with Your account or Your phone number, and You remain solely responsible for all use of service ordered, used by or billed to Your telephone number(s), including any unauthorized use, and for determining who is authorized to use the Services in Your place, and for promptly notifying Castel of any unauthorized use. You agree to indemnify and hold harmless Castel against any and all fees, charges, damages, liability, costs and expenses (including reasonable legal counsel fees, as applicable) associated with such use.

## **Normal usage – casual dialing (10-10)**

Castel may suspend access to casual dialed services if at any time the patterns of calling stray to far from the calling patterns of a typical user. This may also affect casual service's of related company services. A subscribed plan may be offered in these circumstances.

## **Service Interruption/Maintenance**

Castel may interrupt Your Service at any time for any duration of time, without any notice or liability, in order to install, repair, replace or to perform necessary maintenance on the telecommunications equipment, facilities or network, or for other technical reasons as may be required.

Castel does not guarantee uninterrupted operation of Service, or of its equipment, facilities, connections or network, or that there will not be delays, errors, defects or failures associated with the Services.

## **Termination by Castel**

Castel may suspend or terminate Service, without any liability to You whatsoever, if You (or any other user of the Services, as may be applicable): fail to pay Your account that is past due; fail to meet Castel's credit requirements; become bankrupt or otherwise insolvent; harass, threaten or otherwise act unreasonably towards Castel, its employees or agents; are in breach of these Terms of Service; use the Services so as to prevent fair and proportionate use by others; use the

Services contrary to law, public policy, decency standards or any usage policies instituted from time to time by Castel.

If the Service is suspended or terminated for non-payment, a reconnection charge may be applied for reconnecting the Service.

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## **Fraud**

You agree to notify Castel immediately, by calling the Castel customer service at 10-10-710-00 or (1.866.933-3331), if You become aware at any time that phone line is being fraudulently, improperly or unlawfully used. You will be liable for all use of the Services, irrespective of fraudulent, improper or unlawful use of the Services. You are responsible for the security of your authorization codes, passwords and PIN numbers, if any, as well as any and all access to Your telephones, telecommunications, Internet systems and Service.

## **Customer Payment Notice**

Customers are required to pay their monthly account balance in full within thirty (30) days of invoice date. Accounts carrying a balance at or after this time will be suspended and/or cancelled until full payment is received.

## **Rebilling**

All casual dialed calls that appear on a local telephone company bill and are subsequently credited on said bill and returned to Castel for billing at the subscriber's request are subject to billing fees.

The billing fee amount is determined by the local telephone company's tariff.

The billing fees plus the original charges of the credited calls will be billed directly by Castel to the owner of the telephone line as registered with the local telephone company.

## **Changes, Modifications or Termination of Plans or Plan Features**

Without incurring liability, Castel may at any time and without notice to You, change, modify or terminate any Service, plan or Service or plan features, in whole or in part (including the rates or charges for all customers who at such time are not subject to a future term commitment). In the event of any such change or modification, you will be responsible for paying all charges incurred for use of such Service including any charges arising out of the change or modification. In the event of a termination of a Service, plan or Service or plan feature by Castel, You will be responsible for paying all charges incurred up to the applicable termination date.

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