



Three Layer Solutions
14-9 Forest Hill Road
Fredericton NB, E3B 4J9
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threelayer.ca

Three Layer Solutions VoIP Terms of Service

Your service details, these terms of service and any attached schedules together form the Contract between the Customer ("You") and Three Layer Solutions ("We" or "Us"). This Contract is to be reviewed in full by You, and upon acceptance forms a legal agreement between You and Three Layer Solutions. We rely on Your attestation that You are of the proper legal status to accept this Contract.

1. GENERAL

- 1.1. In this agreement:
 - 1.1.a. "Three Layer Solutions" means the company Three Layer Solutions, its Partners, Officers, Agents, Assigns, Licensors, Suppliers and Affiliates.
 - 1.1.b. "Equipment" means the equipment, facilities, hardware, and software used to support, provide, or access the Service. "Equipment" includes Three Layer Solutions Equipment, Purchased Equipment, and Customer Equipment.
 - 1.1.c. "Three Layer Solutions Equipment" or "Our Equipment" means the equipment, facilities, hardware, and software used by Us to support the provision of Service to You;
 - 1.1.d. "Purchased Equipment" means Three Layer Solutions Equipment that is purchased by You;
 - 1.1.e. "Customer Equipment" or "Your Equipment" means any equipment, facilities, hardware or software that You use in any way to access the Service, that is not provided by or purchased from Three Layer Solutions; and
 - 1.1.f. "Service(s)" means Three Layer Solutions Voice over Internet Protocol Service ("VoIP") including local, long-distance, and international calling, and all of Our Equipment used to facilitate such Service.
- 1.2. The Service is subject to the terms laid out in this Contract. The most up-to-date version of the Contract is available at threelayer.ca/tos and will take precedence in the event of a conflict, but does not include any other written or oral representation or agreement.
- 1.3. This Contract is governed by the federal laws and provisions of Canada, including the regulations of the Canadian Radio-television and Telecommunications Commission ("CRTC"). This Contract is governed in all respects by the laws of the Province of New Brunswick, Canada.
- 1.4. Upon signing this Contract, You are considered to have:
 - 1.4.a. Attested that You are of the proper legal status to accept this Contract;
 - 1.4.b. Attested that You have been provided with the details of your plan, and You have read and understood those details;

- 1.4.c. Attested that You understand Your rights as they pertain to the provision of Service by Three Layer Solutions; and
- 1.4.d. Accepted the terms of this Contract in its entirety and agree to be bound by this Contract until its termination, the terms of which are also set out in this Contract.
- 1.5. Three Layer Solutions may make changes to the Service or the Contract at any time. Three Layer Solutions will, where required, give You notice of these changes in writing at least thirty (30) days before the effective date, using any reasonable method including but not limited to:
 - 1.5.a. Posting it on Our website;
 - 1.5.b. By e-mail; or
 - 1.5.c. By regular mail.
- 1.6. In the event of the change to the Service or the Contract, and where reasonable notice has been given, Your continued subscription to the service will constitute Your consent to those changes and You will be responsible for paying all charges associated with the changes.
- 1.7. If You do not agree to a change in the Service or Contract, You may cancel the Service by contacting Three Layer Solutions.
- 1.8. You may not make any changes to this Contract.
- 1.9. Should any portion of this Contract become unenforceable, the remainder of the Contract will still be considered binding and will remain enforceable.
- 1.10. You agree that this Contract and all further communications from Us, including invoices and notices, will be provided in English.

2. YOUR USE OF THE SERVICE

- 2.1. You must comply with the terms set out in this Contract in order to use the Service.
- 2.2. You must use the Service for lawful purposes under the laws and regulations applicable to You, including but not limited to those of your Province or Territory, and Canada.
- 2.3. You must set your outbound Caller ID accurately without creating confusion with another person or party.
- 2.4. You may not resell or transfer your Service to any other entity for any purpose.
- 2.5. You may not purchase phone numbers from Three Layer Solutions with the sole intention of porting those phone numbers to another provider. We reserve the right to disable the purchase of phone numbers from accounts that demonstrate such a pattern.
- 2.6. You may not use the Service for telemarketing purposes without Our express written consent.
- 2.7. You may not use the Service in any way that unreasonably restricts access to the Service for other Three Layer Solutions customers or unreasonably impedes traffic to or from Our carriers.
- 2.8. You may make and receive calls from, but not use the Service within these countries:
 - 2.8.a. Egypt;
 - 2.8.b. India;

- 2.8.c. Lebanon;
 - 2.8.d. North Macedonia;
 - 2.8.e. Morocco;
 - 2.8.f. Pakistan;
 - 2.8.g. Palestine; and
 - 2.8.h. Saudi Arabia.
- 2.9. You may not initiate calls to the destinations in **Schedule 1, "Forbidden Destinations"**.
- 2.10. Unlimited and Hybrid plans are for residential use only, and You agree to use these plans only for non-business and non-professional use.
- 2.11. We may monitor your account for misuse and if We determine, at Our sole discretion, that Your use is not in line with the purpose of your plan, We may terminate your Service or switch You automatically to another plan.
- 2.12. You acknowledge that support received from Three Layer Solutions may vary based on Your Equipment, and We are in no way obligated to provide support for issues related to Your Equipment.
- 2.13. We offer the possibility to record Your phone conversations, at Your sole discretion. You therefore agree that by using the recording feature You are aware of the laws and regulations governing this feature, and how they apply to You. By requesting use of this feature, You agree that We cannot be held liable for any claims, directly or indirectly related to Your recording of phone conversations.
- 2.14. We offer the possibility to transcribe voicemail messages, at Your sole discretion. You therefore agree that by using the transcription feature, We may use third party service providers to render the transcription, and that Your data might be sent to, hosted and used by such third parties in order to provide the transcription services. By requesting use of this feature, You agree that We cannot be held liable for any claims, directly or indirectly related to Your use of the transcription services.
- 2.15. We offer the possibility to broadcast custom music on calls, at Your sole discretion. You therefore agree that by using the custom music feature, You are solely responsible for acquiring the proper licenses to use such music. By requesting use of this feature, You agree that We cannot be held liable for any claims, directly or indirectly related to Your use of custom music.

3. CHARGES, BILLING AND PAYMENT

- 3.1. Three Layer Solutions offers its Service prepaid.
- 3.2. You are solely responsible for maintaining a sufficient balance in Your account.
- 3.3. We will direct all payment firstly to pay negative balances.
- 3.4. You acknowledge that all negative balances are due immediately, and use of the Service with a negative balance does not mean charges for use of the Service during that time are not due.
- 3.5. We reserve the right to suspend any negative account. We will contact You within twenty-four (24) hours to inform You of such a suspension.

- 3.6. Recurring charges will commence:
 - 3.6.a. Where You require installation of Purchased Equipment, on the day of installation; or
 - 3.6.b. Where You do not require installation of Purchased Equipment, on the day of Your Equipment first registering with the Service.
- 3.7. All other usage-based fees will be charged to Your account immediately upon use.
- 3.8. You are responsible for all use of the Service under Your account, and all charges associated with the Service, including but not limited to:
 - 3.8.a. Monthly subscription fees;
 - 3.8.b. Per-minute usage fees;
 - 3.8.c. Call recording and transcription fees.
- 3.9. We offer supplementary features to the Service that incur a per-use or per-minute charge. By requesting activation of these features, You are considered to have consented to these charges.
- 3.10. You are not responsible for payment of any unbilled or underbilled charge except where We, at Our sole discretion, determine the unbilled or underbilled charge was the result of deception.
- 3.11. You are responsible for the following fees when porting phone numbers from the United States and Canada:
 - 3.11.a. \$10.00 USD for a port request resubmission after a rejection;
 - 3.11.b. \$75 USD for a port request cancellation once the order has been submitted to the carrier; and
 - 3.11.c. \$325 USD for expediting a port request with the carrier, if available.
- 3.12. Three Layer Solutions reserves the right to temporarily or permanently discontinue the Service at any time and without notice, in which case We will issue full refunds on unused balances.
- 3.13. We guarantee the Service will be working as outlined in this Contract. You may request termination of your Service and a refund of Your unused balance, which will be governed as follows:
 - 3.13.a. If, within 90 days of commencement of the Service, You wish to terminate the Service, We will refund the entirety of Your unused balance; or
 - 3.13.b. If, past 90 days after commencement of the Service, You wish to terminate the Service, We will refund the entirety of Your unused balance deposited within 90 days of the termination request.

4. DATA, SECURITY AND PRIVACY

- 4.1. You are solely responsible for the safekeeping of Your account, including usernames and passwords.
- 4.2. You are solely responsible for all activity on Your account and anyone who has access to Your account, authorised or not.
- 4.3. Your information is used in accordance with Our Privacy Policy, attached as **Schedule 2, "Privacy Policy"**, and available on Our website at threelayer.ca/privacy.

- 4.4. We collect your information for the purposes of providing the agreed upon Service. Such information includes but is not limited to Your name, date of birth, address, payment information, and contact information such as phone number and e-mail address.
- 4.5. We will not disclose this information to any other party unless required by law.

5. COMMUNICATION

- 5.1. We may contact You about Your Service using the following communications methods, in descending order of preference:
 - 5.1.a. Telephone, at the primary number You received as part of Your Services;
 - 5.1.b. Telephone, at the secondary number You provided Us when We created Your account;
 - 5.1.c. E-mail, at the primary e-mail address You provided Us when We created Your account; and
 - 5.1.d. Regular mail, at the primary address You provided Us when We created Your account.
- 5.2. We may use the contact information We collect from You to contact You about Your Service, company news and notices, promotions, and any other communication We deem reasonable.
- 5.3. You may opt out of such communication at any time by contacting Us and requesting not to be contacted for non-essential purposes. You will still be contacted for notices pertaining to Your Service, including payment.
- 5.4. You are solely responsible for keeping Your contact information up-to-date. We assume no liability for damages resulting from Our inability to contact You due to incorrect contact information.

6. VoIP AND 9-1-1

- 6.1. You acknowledge and understand the limitations of VoIP Service laid out in this Contract, and by agreeing to this Contract, You attest that You have read and understood **Schedule 3, “9-1-1 Service”** in its entirety. 9-1-1 information can also be found on Our website at threelayer.ca/911.
- 6.2. You acknowledge and agree that Three Layer Solutions is not liable for any injury, death or damage to persons or property that may arise from your 9-1-1 service in any way, including an inability to access 9-1-1 service.

7. EQUIPMENT AND INSTALLATION

- 7.1. You may purchase the hardware necessary to connect to the Service from Us.
- 7.2. Purchased Equipment may be refurbished, but is tested by Us prior to sale and is sold in good working order.
- 7.3. Prior to the sale of Purchased Equipment, We will configure the Equipment for Your Service at no cost to You.
- 7.4. Unless You request otherwise, We will install all Purchased Equipment, for which We may charge an installation fee.
- 7.5. If You choose to use Your Equipment to connect to the Service, We do not guarantee support will be available should You encounter faults or Service interruptions of any kind.

- 7.6. We are not obligated to assist in the installation of Your Equipment in any way.
- 7.7. If You alter, repair, or otherwise reconfigure Purchased Equipment in any way that results in Service disruptions, We will charge You, and You agree to pay, for any effort involved in restoring the Service.
- 7.8. If We, at Our sole discretion, determine You have damaged Purchased Equipment in any way, We will charge You, and You agree to pay, for any effort involved in restoring the Service, including the cost of any replacement Equipment.
- 7.9. In the event of Purchased Equipment malfunctioning during the first ninety (90) days post installation, We will support, maintain and, if necessary, replace the Equipment. If this occurs, You agree that Our liability will be limited to:
 - 7.9.a. Refund of the cost of the Equipment, or
 - 7.9.b. Replacement of the Equipment.
- 7.10. We may, at reasonable hours and with Your permission, or the permission of a reasonable person, enter premises on which Service is to be provided to install or repair Equipment, or to otherwise engage in activities related to the provision of the Service.
- 7.11. If You do not provide permission to enter the premises, You waive Your rights to all support set out in this Contract, including but not limited to installation, repair, and replacement of Equipment.
- 7.12. We may connect remotely to Purchased Equipment to configure, troubleshoot or update the Equipment.
- 7.13. We may temporarily interrupt Your Service without notice to perform maintenance on Equipment.

8. REFUSAL OF SERVICE AND TERMINATION

- 8.1. You may cancel the Service at any time. You must contact Us to arrange cancellation.
- 8.2. You are responsible for any costs associated with termination.
- 8.3. We may refuse to provide Service if:
 - 8.3.a. You have past due amounts owed to Us;
 - 8.3.b. You pose an unreasonable risk of loss to Us;
 - 8.3.c. We will incur unusual costs which You will not pay; or
 - 8.3.d. We do not offer Service in Your area.

9. ENFORCEMENT

- 9.1. You agree that Three Layer Solutions reserves the right to investigate any suspected violations of this Contract, and when We become aware of any violations, We may gather information from You, any other parties involved, and examine any materials and information available to Us as part of Our provision of Service.
- 9.2. We may at any time during an investigation suspend the Service, without compensation, of any involved parties, including You.

- 9.3. We may cancel, suspend or terminate this Contract, Your Services, and charge You a suspension or termination fee if We, in Our sole discretion, determine You have:
 - 9.3.a. Failed to pay outstanding amounts for Your Services;
 - 9.3.b. Failed to pay any other outstanding amounts;
 - 9.3.c. Become bankrupt or insolvent;
 - 9.3.d. Become an unreasonable risk of loss to Us;
 - 9.3.e. Violated any term of this Contract; or
 - 9.3.f. Acted in a threatening, harassing, abusive or otherwise improper manner towards Us.

10. INDEMNIFICATION

- 10.1. We do not guarantee uninterrupted Service, and We make no warranties of any kind regarding the Service or Equipment.
- 10.2. We do not guarantee fitness of the Service for any particular use.
- 10.3. We are not liable for:
 - 10.3.a. Disruption, interruption or unavailability of the Service, including 9-1-1 service;
 - 10.3.b. Any losses, damages, injury or death resulting from the use of the Service or its provision;
 - 10.3.c. Any damage to Equipment, facilities, or Your premises not caused entirely by Our willful misconduct or unreasonable negligence.
- 10.4. Should We be found liable for any damages under the law, Our liability will not exceed the amount paid to Us by You for Your Service during the month preceding the event for which We are found responsible.

Should You have any questions about this Contract, Your Services, or Three Layer Solutions, You may contact Us at (506) 406-8003 or by e-mail at support@threelayer.ca. We are available from 9am – 9pm every day, but due to Our limited staff We do not guarantee We will be able to answer the phone right away. If You leave a message, We will return Your call within one business day. Alternatively, You may send Us regular mail at the following address: **Three Layer Solutions, 14-9 Forest Hill Road, Fredericton NB, E3B 4J9.**

Name

Date

Signature

Schedule 1
Forbidden Destinations

Due to the extremely high cost of service, calls to destinations with the following dial codes are forbidden, **and are disabled internally:**

228	22898	87065	88249	883120	8819968
672	22899	87066	88297	883130	8819970
870	67224	87067	88298	883140	8819971
881	87030	87068	88299	883170	8819972
882	87031	87069	228426	883210	8819973
883	87032	87076	228427	883510	8819974
2289	87033	87077	228626	2289226	8822830
6721	87034	87078	228627	2289227	8831300
8703	87035	88210	228700	8818961	8835100
8704	87036	88212	228701	8818962	8835110
8705	87037	88213	228702	8818963	8835120
8706	87038	88215	228703	8818964	8835130
8812	87039	88216	228704	8818965	8835140
8813	87050	88220	228705	8818966	
8816	87051	88222	228797	8818967	
8817	87052	88223	228798	8818968	
8818	87053	88228	228799	8818970	
8819	87054	88231	881820	8818971	
22870	87055	88232	881890	8818972	
22879	87056	88233	881898	8818973	
22890	87057	88234	881920	8818974	
22891	87058	88235	881990	8819961	
22892	87059	88237	881998	8819962	
22893	87060	88240	882280	8819963	
22894	87061	88241	882285	8819964	
22895	87062	88244	882288	8819965	
22896	87063	88246	883100	8819966	
22897	87064	88247	883110	8819967	

Schedule 2 Privacy Policy

Three Layer Solutions collects and uses some of Your data in accordance with the Personal Information Protection and Electronic Documents Act (“PIPEDA”). Our Privacy Policy reflects the ten Fair Information Principles.

1. ACCOUNTABILITY

- 1.1. Accountability for Our adherence to PIPEDA rests with the Partners of Three Layer Solutions, both of whom serve as Our Privacy Officers.
- 1.2. We are responsible for the personal information We possess and will implement policies and practices to protect that information.

2. IDENTIFYING PURPOSES

- 2.1. We collect Your personal information for the purpose of providing the Service and communicating with You about the Service, the Company, and any other communications We deem necessary or beneficial to You.
- 2.2. We provide notice of this collection by including this Privacy Policy on our website, and including a copy with the starter kit provided to customers upon initial account setup and installation.

3. CONSENT

- 3.1. By providing the information We request, You are considered to have given consent for Your information to be used in accordance with Section 2 of our Privacy Policy.
- 3.2. We may, under some circumstances, collect, use, or disclose Your information without Your express consent, such as for legal, medical or security purposes where seeking Your consent is impossible or impractical.
- 3.3. We may seek consent from a person who We, in Our reasonable estimation, acts as Your agent.
- 3.4. You may withdraw Your consent at any time by providing notice, in writing, to Us. There may be implications of this withdrawal, including termination of the Service, of which We will inform You.

4. LIMITING COLLECTION

- 4.1. We only collect Your information when necessary to provide the Service, or with Your consent for any other purpose.

5. LIMITING USE, DISCLOSURE, AND RETENTION

- 5.1. We use Your Information to provide the Service and contact You for various purposes.
- 5.2. We will never disclose Your information to any third party unless required by law or necessary to provide the Service, or for purposes described in Section 3.2.
- 5.3. We store Your information in Canada.

- 5.4. Storage of Your information is handled on-site by Us and backed up using Cloud Storage Providers.
- 5.5. We retain Your information during the period in which You use the Service.
- 5.6. Any of Your information that is no longer required will be destroyed or made anonymous by Us within thirty (30) days of that information becoming unnecessary.
- 5.7. Billing records will be retained for up to five years.

6. ACCURACY

- 6.1. Your information is considered accurate as it is provided to us by You or Your agent.
- 6.2. You are responsible for maintaining accuracy of Your information.

7. SAFEGUARDS

- 7.1. We will protect Your information according to its sensitivity.
- 7.2. We will protect Your information against loss or theft, as well as unauthorized disclosure, use, or modification.
- 7.3. We protect Your information physically through locks and electronically through passwords and encryption.

8. OPENNESS

- 8.1. You may inquire about how We collect, use, and protect Your information by contacting Us.
- 8.2. We will make this Privacy Policy available on our website.

9. INDIVIDUAL ACCESS

- 9.1. You may, upon written request, be informed on the existence, use, and disclosure of Your information, and be given access to Your information that We have collected, used, or disclosed.
- 9.2. We may refuse access to Your information if:
 - 9.2.a. The information is unreasonably costly to provide;
 - 9.2.b. The information contains or contains references to protected information; or
 - 9.2.c. The information cannot be disclosed for legal or security reasons.
- 9.3. If We refuse access to Your information, We will inform You of why.

10. CHALLENGING COMPLIANCE

- 10.1. You may file a complaint regarding this Policy or Our collection, use, and disclosure of Your information at any time.
- 10.2. We will provide You with updates regarding the status of Your complaint and any changes We make as a result of Your complaint.

Schedule 3 9-1-1 Service

VoIP 9-1-1 service differs from traditional 9-1-1 service in a few important ways. It is **essential** that you, and everyone using your phone service, understand these critical differences.

With traditional phone services, your 9-1-1 call is sent directly to the nearest emergency response centre. With VoIP phone service, your 9-1-1 call may be forwarded to a third-party Public Safety Answering Point (PSAP), that will automatically or manually route your call to the emergency response centre.

Because you can access your VoIP service from anywhere, the emergency operator may not have your name, location, or contact information available. It is therefore imperative that you immediately inform the emergency operator of your location and contact information any time you call 9-1-1. Do not risk sending emergency services to the wrong location. Do not disconnect until you are told to do so by an emergency dispatcher. **If you are accidentally disconnected, call back immediately.**

Enhanced 9-1-1 allows the customer to register their name, address, and other important information that can be used to locate them. This information is — ideally — automatically forwarded to the PSAP operator when you dial 9-1-1. This operator then forwards your information to the necessary emergency response services. In order to use Enhanced 9-1-1 service, it must be activated in your account dashboard. Under the "Services" tab, there is an E9-1-1 section where you can activate the service and update your information that will be passed to the PSAP when you dial 9-1-1. It is therefore your responsibility to

1. Activate E9-1-1 when your service starts, and
2. Keep your address and other personal information up-to-date through your customer portal.

You must be aware of how important it is to keep your E9-1-1 information current. If for any reason you call 9-1-1 and you are unable to communicate with the dispatcher, either due to technical issues or an emergency, the information you register in your E9-1-1 profile will be used to determine where to send emergency response. **If this information is not up-to-date, emergency services will not know where you are in the event of a communications failure.**

Three Layer Solutions offers Enhanced 9-1-1 Service. For this service we reclaim \$1.50 USD per month from our customers — this is the amount we pay for the service, and we simply pass that cost on to the customer. **We do not make a profit from 9-1-1 service.**

VoIP service requires an active internet connection to work. In the event of any outage of your internet service provider, your VoIP service — and by extension, your 9-1-1 service — will not function. In the event of a power outage, your VoIP 9-1-1 service will not function. The service will not function until both internet access and power are restored. Additionally, a power failure or disruption may require equipment to be reset or reconfigured prior to VoIP services being available again. In the event that your service is suspended, your VoIP service will not function, including 9-1-1 services. As PSAPs are not international, if you use your VoIP service outside of Canada, your 9-1-1 service will not function.

Since VoIP service requires power, internet access and subscription payment, there are a number of ways that you may experience disruptions, delays, or failures in your 9-1-1 service. **We strongly recommend you keep an alternative phone service (such as a mobile phone) handy to increase reliability of your access to emergency services.**

It is your responsibility to notify users of your phone service of the nature and limitations of 9-1-1 service over VoIP. Included in your welcome package is a sticker with 9-1-1 information; if you require more, contact us and we will send some to you.