

mFAX TERMS AND CONDITIONS

Metronet¹ (hereafter “Metronet”, “we” or “us”) provides to the customer identified on the Business Service Agreement (“BSA”), Advanced Services Agreement (“ASA”), or Services Agreement (“SA”) (hereafter “Customer”, “you” or “your”) access to mFAX, a Secure Fax Management Service (including any changes, modifications, updates, enhancements, new features, and/or the addition of any new Web properties, hereafter the “mFAX Services”), which are subject to the following mFAX Terms and Conditions.

Agreement. These mFAX Terms and Conditions (“mFAX Terms”), together with our Business Terms and Conditions, Acceptable Use and Privacy Policy (“AUPP”), the BSA, the BA, the ASA, the SA, our Additional Terms of Service Addendum, our Managed Wi-Fi Terms of Service, our TiVo Terms of Service, our SMS Service Terms and Conditions, any Statement of Work (“SOW”) and Letters of Authorization that are related to the Services (collectively, the “Agreement”), form the entire agreement between MetroNet and Customer regarding the mFAX Services. With respect to mFAX Services only, if there is a conflict between any provision of these mFAX Terms and any provision included within any other Agreement document, the provision of these mFAX Terms shall control. All other terms and conditions of the Agreement, if not specifically addressed through these mFAX Terms, shall apply to the mFAX Services. We reserve the right to update the mFAX Terms at any time without notice to you.

No resale of mFAX Services. Your right to use the mFAX Services is personal to you. You may be either an individual, a limited liability company, a corporation, or other business entity, but you agree not to resell the use of the mFAX Services.

Account, password and security. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under all fax numbers and by all users associated with your account. You agree to notify Metronet immediately of any unauthorized use of your account or any other breach of security. We will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Metronet or another party due to someone else using your account or password. You may not use anyone else’s account at any time, without the permission of the account holder.

No unlawful or prohibited use. As a condition of your use of the mFAX Services, you will not use the mFAX Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the mFAX Services in any manner that could damage or harm Metronet, damage, disable, overburden, or impair any Metronet server, or the network(s) connected to any Metronet server, or interfere with any other party’s use and enjoyment of any Fiber Services. You may not attempt to gain unauthorized access to any mFAX Services, other Fiber Services, or other accounts, computer systems, or networks connected to any Metronet server or connected to any of the mFAX Services or other Fiber Services, through hacking, password mining, or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the mFAX Services. You represent that the information submitted for transmission via the Metronet network for mFAX Services is for lawful purposes only and that the transmission of messages or files is not in violation of any federal, state, or provincial laws. You represent that you will not transmit via the Metronet network for mFAX Services any unlawful, harmful, threatening, abusive, libelous, vulgar, obscene, profane, hateful,

¹ The mFAX Service is a Fiber Service, which may be provided by Metro Fibernet, LLC, CMN-RUS, Inc., Jaguar Communications, Inc., Climax Telephone Company, CTS Telecommunications, Inc. and their affiliates.

or otherwise objectionable information of any kind, including, but not limited to, encouraging conduct that would constitute a criminal offense, infringe third party rights, give rise to civil liability, or otherwise violate any local, state, national or other law. You may not use the mFax Services to upload, post, reproduce, or distribute, in any way, any information, software, or other material protected by copyright or any other intellectual property right without first obtaining the permission of the copyright holder. You agree to comply with all applicable laws, regulations, or conventions including Telephone Consumer Protection Act and those related to Do Not Call provisions, faxing, data privacy, international communications, and export of technical or personal data.

Use of mFax Services and your responsibilities. You are fully responsible for the contents of your transmissions through the mFax Services. mFax simply acts as a passive conduit for you to send and receive information of your own choosing. However, Metronet reserves the right to take any action with respect to the mFax Services that Metronet deems necessary or appropriate, in its sole discretion, if Metronet believes you or your information may create liability for Metronet, compromise or disrupt the mFax Services or other Fiber Services for you or other customers, or cause Metronet to lose (in whole or in part) the services of other suppliers. The mFax Services make use of the Internet for you to send and receive information of your own choosing. As a result, your conduct is subject to Internet regulations, policies, and procedures. Metronet has no control of the content of the information passing through the mFax Services. Metronet does not:

- Represent or endorse the accuracy or reliability of any opinion, advice, or statement made through the mFax Service;
- Assume liability for any harassing, offensive, or obscene material distributed through the mFax Service by anyone, including you or others under your account;
- Assume any liability for any material distributed through the mFax Service by anyone, including you or others under your account which is distributed in violation of any third party's copyright or other intellectual property right; or,
- Assume liability for claims concerning unsolicited fax, email, or voice messages sent by anyone, including you or others under your account, including (but not limited to) Telephone Consumer Protection Act of 1991, CRTC 2001 193, FTC regulations, and the Can Spam Act.

Metronet reserves the right at all times to disclose any information as Metronet deems necessary to satisfy any applicable law, regulation, legal process, or governmental request.

Ownership. All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions, and materials comprising the mFax Service are wholly owned by Documo Inc. and/or its licensors and service providers except where expressly stated otherwise. You understand that you are not the owner of any fax number assigned to you. If your mFax Service is discontinued or otherwise terminated, you understand that the associated fax number will promptly be reassigned. .

Unsolicited fax advertisement policy. The transmission of unsolicited fax advertisements is regulated in the United States under the Federal Telephone Consumer Protection Act and is also regulated under the laws of a number of other countries, states, and provinces. Distribution of unsolicited fax advertisements through the mFax Services is prohibited. Receipt of such faxes can impair your use of the mFax Services. Accordingly, we may, but are not obligated to, develop means to prevent the distribution and receipt of unsolicited fax advertisements to our customers. At Metronet's or its supplier's option, and without further notice, Metronet or its supplier may use technologies and procedures, such as filters, that may terminate such unsolicited fax advertisements without delivering them.

Disclaimer of Warranties and Limitation of Liability. METRONET MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE mFAX SERVICES. METRONET FURTHER EXPRESSLY DISCLAIMS ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This disclaimer includes, but is not limited to, loss of data resulting from delays, non deliveries, wrong deliveries, and any or all service interruptions caused by the negligence of Metronet, its suppliers and their employees, or by customer's errors and omissions. Metronet and Documo, Inc., their affiliates, and their respective officers, directors, agents, employees, suppliers, and shareholders (collectively, the "Provider Entities") shall not be liable and are not responsible for any loss or damage customer, or any party claiming through or under customer, suffers as a result of, or related to, the use of the mFax Service including, but not limited to:

- performance of the Internet;
- performance of the telephone network;
- loss or damage resulting from delays, computer virus, or interruption of the mFax Service, including deletion or failure to store messages, regardless of cause;
- loss or damage to customer's equipment, facilities, software, or data, arising from mistakes, omissions, interruptions, delays, errors, non delivery, incorrect delivery, viruses, or defects in the transmission of information or data on the Internet;
- or any indirect, incidental, special, punitive, or consequential damages, including but not limited to, lost revenues or profits, resulting from or relating in any way to the use of the mFax Service even if the Provider Entities have been advised of the possibility of such damages.

You agree to defend, indemnify and hold the Provider Entities harmless from any and all claims, losses, damages, judgments, expenses, and costs (including any attorney's fees and expenses) arising out of your use of the mFax Service, your violation of the terms of the Agreement or these mFax Terms, the delivery of any of your documents using the mFax Service, or the infringement of any trademark or copyright by you.

Termination. Metronet reserves the right to suspend or terminate mFax Services if Metronet, in its sole discretion, believes that the mFax Service is used for a purpose that is unlawful or prohibited by these terms, conditions, and notices. Metronet shall have no responsibility to notify any third party, including any third party providers of services, merchandise, or information, of any suspension, restriction, or termination of your account. Metronet and its suppliers shall have no obligation to maintain any messages or other content in your account or forward any unread or unsent message to you or any third party. Any termination of your account shall not relieve you from any amounts owing or any other liability accruing under the Agreement.

Changes to Terms of Service. We reserve the right to change these mFax Terms, at any time without prior notice to you by amending the online version posted on our website, www.metronet.com. Any such changes will be effective upon posting of the revised terms on our website.