

IT HANDS FREE INC.

Cloud PBX

Terms of Service

Business VoIP and hosted telephone services supplied in Canada

IT Hands Free Inc.

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Governing law: Ontario, Canada

Contents

1. About this agreement

1.1 Who this is between

This agreement is between IT Hands Free Inc. ("IHF", "we", "us") and the business named in the Engagement Letter or Proposal that refers to it ("you", "your", the "Customer"). It governs the Cloud PBX and related telephone services we supply to you.

1.2 What forms the agreement

The agreement consists of, in descending order of precedence where they conflict:

- (a) your signed Engagement Letter or Proposal, including any pricing set out in it;
- (b) these Terms of Service;
- (c) the Fees Schedule current at the time the charge arises; and
- (d) our Privacy Policy, published at ithandsfree.com/privacy.

Nothing else forms part of the agreement. Marketing material, website copy and sales conversations are not contractual terms.

1.3 Accepting these terms

You accept this agreement when you sign the Engagement Letter, confirm acceptance in writing or by email, or begin using the Services — whichever happens first. The person accepting confirms they are authorised to bind the Customer.

1.4 Business customers only

The Services are supplied for business use. We do not supply residential or consumer telephone service. If you are an individual acquiring the Services for personal, family or household purposes, this agreement does not apply and you should not order the Services.

1.5 Changes to these terms

We may change these Terms of Service or the Fees Schedule by giving you at least thirty (30) days' written notice by email to your account contact. If a change materially disadvantages you, you may terminate the affected Service without penalty by giving written notice before the change takes effect. Continuing to use the Service after that date means you accept the change.

2. Definitions

In this agreement:

DID means a direct inward dialling telephone number assigned to your account.

Dedicated Service means a Cloud PBX instance provisioned for your exclusive use.

Engagement Letter means the proposal, order form or engagement document describing the Services and pricing agreed with you.

Equipment means desk phones, ATAs, headsets, power supplies and other hardware you purchase from us or supply yourself.

Extension means a user endpoint configured on the Cloud PBX.

Fees Schedule means our current published schedule of recurring, usage and one-time charges, available on request and at the time of quotation.

Platform means the Cloud PBX software, the Canadian cloud infrastructure it runs on, and the Canadian carrier interconnection used to originate and terminate calls.

Services means the Cloud PBX service, calling, DIDs, messaging, and any add-on services described in your Engagement Letter.

Shared Service means a Cloud PBX tenancy on multi-tenant infrastructure shared with other IHF customers.

Softphone means licensed desktop or mobile client software used in place of a desk phone.

3. The Services

3.1 Service tiers

We supply the Cloud PBX in the following tiers. Your Engagement Letter records which applies to you.

Tier	What it is	Key characteristics
Shared	A tenancy on multi-tenant Cloud PBX infrastructure.	Extension numbers are assigned from a shared pool and cannot be freely chosen. Configuration is not portable to another provider.
Dedicated	A Cloud PBX instance provisioned for your exclusive use.	You choose your own extension numbering plan. Configuration is portable on exit under clause 12.3.
Extensions	Individual extensions on shared infrastructure, without an auto-attendant or IVR tree.	Suited to a single professional or a very small team. No IVR or multi-level call tree.

3.2 What is included

Unless your Engagement Letter says otherwise, every tier includes: unlimited Extensions; voicemail and voicemail-to-email; call recording; ring groups and follow-me; conferencing; softphone compatibility; a user control portal for each Extension; and daily backup of your PBX configuration. Shared and Dedicated additionally include auto-attendant and IVR, call queues, and administrative access to the PBX portal.

3.3 What is not included

- Internet access. You must supply and maintain your own business-grade internet connection at each site.
- Power, cabling and local network equipment at your premises.
- Equipment, unless purchased separately under section 8.
- Support for third-party products or for faults caused by them.
- Any service not described in your Engagement Letter.

3.4 Provisioning

Once you have confirmed your feature selections, IVR script and numbering, we will normally have a new Shared or Dedicated Cloud PBX in service within a short provisioning window. Number porting is separate and takes longer — see clause 7.3. Provisioning timelines are estimates, not commitments.

4. Availability and service levels

4.1 How the Platform is built

The Platform runs on Canadian cloud infrastructure engineered for high availability, with redundant power, network and compute, and daily backups. We monitor it continuously and maintain it as part of the Service.

4.2 What we depend on

We are not a facilities-based carrier. The Services depend on our cloud infrastructure provider, our Canadian carrier and SIP trunk provider, the public internet between your premises and the Platform, and your own internet connection, power and local network. Faults in any of those can interrupt the Services, and some are outside our control.

4.3 No service credits

We do not offer a contractual uptime guarantee or service credits. We will act promptly and in good faith to restore service and to keep you informed during an interruption, but we do not provide refunds, credits or compensation for interruptions, for consequential business loss, or for failures in third-party networks.

4.4 Planned maintenance

We will give you reasonable advance notice of planned maintenance likely to interrupt service, and will schedule it outside normal business hours where practicable. Emergency maintenance may be performed without notice where needed to protect the security or integrity of the Platform.

4.5 Support

Operational support is included. It is not metered, not capped by ticket count, and there is no support package to buy. It covers monitoring and management of your PBX; faults affecting the Service; configuration changes; and adds, changes and deletions — new extensions, removing leavers, call routing, IVR edits, ring groups, voicemail boxes. We do not charge per change.

End-user assistance is a different thing and is not included. Teaching an individual how to operate their handset or softphone — transferring a call, setting up voicemail, using a headset — is training rather than operational support. We offer training and orientation for this at \$250 for a two-hour block, with further blocks available at the same rate, and we recommend taking it at go-live: it is the cheapest way to stop the same question arriving twenty times. Larger teams often split it across two sessions. We will always help someone who is stuck, but where this becomes routine or recurring we will tell you and quote for training. We supply user documentation so your administrator can handle it internally.

Support also does not extend to your internet connection, local network, computers, or third-party equipment and software we did not supply, or to project work such as cabling, site moves and new-site builds, which we quote separately. Where a fault turns out to originate outside the Service, we will tell you what we found and what it would cost to fix it before doing any further work.

Support is provided during business hours in English. Faults affecting the whole Service are handled as a priority outside those hours.

5. Emergency calling — 911

READ THIS SECTION CAREFULLY

Internet-based 911 does not work the same way as 911 from a traditional telephone line. It will not work during a power failure or an internet outage. It depends on the service address you have registered with us being correct and current. If you or your staff may need to call 911, you must have another way to do so.

5.1 How 911 works on the Service

Where 911 is enabled on a DID, a 911 call is routed over the internet to an emergency call centre, which confirms your location and transfers the call to the emergency response centre for that location. This introduces a step, and a possible delay, that does not exist on a traditional line.

5.2 When 911 will not work

- During a power failure at your premises.
- During an internet outage, or where your provider blocks or degrades the connection.
- While your account is suspended or terminated.
- From softphones or mobile clients used away from the registered address.
- Outside Canada.

5.3 Your obligation to register and maintain addresses

You must register the correct civic address for each Extension and DID that has 911 enabled, and you must update it whenever an Extension moves. Your named administrator is responsible for the accuracy of every address on the account. If the registered address is wrong, emergency responders may be sent to the wrong place. You are responsible for any charge or penalty we incur because an address you supplied was incorrect or out of date.

5.4 Telling your people

You must inform everyone who may use the Services at your premises — including staff, contractors and visitors — of the limitations in this section. Where you operate a site at which people may need to summon emergency assistance, you must maintain an alternative means of calling 911.

5.5 Not for life safety

The Services are not certified for emergency response and must not be relied on for life safety, medical alert, alarm monitoring or other critical purposes. We do not dispatch emergency services. To the extent permitted by law, we are not liable for any failure of a 911 call, or of any alarm, medical alert or monitoring system connected to or dependent on the Services.

5.6 Acknowledgement

You must sign and return the acknowledgement in Schedule B before we activate 911 on your account.

6. Acceptable use

6.1 General

You must use the Services lawfully, and only for the normal telephone requirements of your own business. You must not use them in a way that is fraudulent, abusive, threatening, harassing, defamatory or invasive of privacy, or that interferes with our ability to serve other customers.

6.2 What "unlimited" means

References to unlimited Extensions mean that we do not charge per Extension configured on your PBX. References to unlimited calling, where offered, mean normal business calling by your own staff. They do not mean unlimited minutes; outbound calling is billed per minute at the rates in the Fees Schedule.

6.3 Capacity

Concurrent call capacity is a function of the SIP trunk capacity provisioned for your account, not a fixed ceiling. We provision trunks to match your expected call volume and can add capacity as your business grows. If you consistently reach the capacity provisioned for you, tell us and we will increase it.

A Cloud PBX instance is provisioned to support up to two hundred and fifty (250) Extensions by default. If you need more, we will discuss the right architecture with you — this is a provisioning default, not a licensing limit, and there is no per-Extension charge.

Outbound calling is billed per minute by default. A flat monthly rate is available on consultation. It is conditional: we assess your call volume, calling pattern and concurrency requirements — normally over a period of at least three months of observed usage — and quote accordingly. A flat rate is offered on the terms set out in that quotation and does not otherwise vary this agreement.

6.4 Prohibited uses

You must not use the Services for:

- auto-dialling, predictive dialling, or operating a call centre or contact centre;
- telemarketing, including charitable or political solicitation and polling;
- sending unsolicited commercial messages by voice, SMS or fax;
- reselling the Services, or providing service to a third party, without our prior written consent;
- continuous or extensive call forwarding or trunking designed to avoid usage charges; or
- any purpose that breaches Canada's Anti-Spam Legislation (CASL), the CRTC's Unsolicited Telecommunications Rules, or any other applicable law.

6.5 Your outbound communications

You are solely responsible for the content and recipients of every call and message you send using the Services, and for complying with CASL, the Unsolicited Telecommunications Rules and the National Do Not Call List. You will indemnify us against claims, fines and penalties arising from your breach of this clause.

6.6 Suspension for misuse

If we reasonably believe the Services are being used in breach of this section, or in a way that threatens the security or integrity of the Platform, we may suspend the affected Service. We will give you notice and, where the circumstances allow, an opportunity to correct the problem first. Where the risk is immediate, we may suspend first and notify you promptly afterwards.

7. Telephone numbers

7.1 Your numbers

Telephone numbers assigned to your account are yours to port to another provider at any time while your account is in good standing, subject to the receiving provider's process and to applicable porting rules.

7.2 Numbers we assign

Where we assign you a new number, it may not fall within your local calling area. If you stop using a Service, tell us promptly so the number can be released. If a number is unused for five (5) consecutive months we may reassign it.

7.3 Porting in

We will use reasonable efforts to port your existing numbers to us. Porting depends on your current provider and on third parties outside our control. Porting within Canada typically takes seven to ten calendar days, sometimes longer. Do not cancel your existing service until the port has completed. We are not liable for delays or failures in porting caused by third parties.

7.4 Porting out and termination

If you want to keep your numbers, you must complete the port to your new provider before your Service with us terminates. Numbers not ported before termination may be released and may not be recoverable.

8. Equipment

8.1 Ownership

Equipment you purchase from us is yours outright once paid for. We do not rent Equipment and there is no rental lock-in. You bear the risk of loss or damage from the time it is delivered to you.

8.2 Compatible devices

Any open-SIP compatible handset will register with the Platform. We validate end-to-end behaviour on our preferred brands, currently Fanvil and Grandstream, and we will support other devices on a reasonable-efforts basis only.

8.3 Warranty

Equipment carries the manufacturer's warranty against manufacturing defects. We pass that warranty through to you and will help you administer a claim, but we do not provide a separate warranty of our own. The manufacturer's warranty does not cover damage in transit, dropping, liquid damage, electrical surge or misuse. Shipping costs for warranty returns are not covered.

8.4 Returns

Equipment purchased from us is non-returnable unless the manufacturer or distributor accepts the return.

8.5 Softphone licences

Softphone licences are billed monthly with your Services and end when the Service ends.

9. Fees, billing and payment

9.1 What you pay

You pay the recurring platform fees, per-DID fees, usage charges, one-time onboarding charges and any add-on fees set out in your Engagement Letter and the Fees Schedule. Recurring fees are billed monthly in advance; usage is billed monthly in arrears. All amounts are in Canadian dollars and exclusive of applicable taxes, which are added to your invoice.

9.2 One-time charges

Onboarding charges — which may include PBX build and configuration, number acquisition or porting, optional professional IVR voice recording, and optional training — are quoted to you in writing before you commit and are payable on the first invoice.

Build and configuration is banded by deployment size, because that is what drives the work: \$250 for up to ten extensions on a single site; \$500 for eleven to twenty-five extensions on a single site; \$900 for twenty-six to fifty extensions across up to three sites; and above that we scope and quote before any work begins. Every band covers the same scope — extensions, call routing, auto-attendant and IVR, ring groups, voicemail, business hours and holiday handling, designed with you and configured by us.

Bands reflect configuration effort only. There is no per-extension charge on setup or on the recurring fee. If your deployment sits near a band boundary we will tell you which applies before any work starts, and you will not receive an onboarding invoice you have not already agreed.

9.3 Currency and changes to rates

We may change recurring fees and usage rates on thirty (30) days' written notice, subject to clause 1.5.

Your rates are quoted and billed in Canadian dollars. Our underlying carrier costs are incurred in United States dollars. Where the CAD/USD exchange rate moves materially and is sustained, we may adjust per-minute rates on thirty (30) days' written notice. Rates for international destinations may also change with our carrier's published rates; we will notify you of material changes affecting destinations you regularly call.

Any flat monthly rate quoted under clause 6.3 is valid for the period stated in the quotation and is subject to the same adjustment on notice.

9.4 Payment

We accept payment by credit card, debit card, electronic funds transfer or business cheque. Where you have authorised recurring card or EFT payment, that authority continues until you withdraw it in writing, and remains available for amounts outstanding at termination.

9.5 Late payment

Overdue amounts carry interest at 2% per month (26.82% per annum), calculated from the due date, or the maximum rate permitted by law if lower. We may charge a reasonable fee for a returned or declined payment.

9.6 Disputed charges

If you dispute a charge, tell us in writing within sixty (60) days of the invoice date, with enough detail for us to investigate. We will investigate promptly. You must pay the undisputed portion of the invoice while we do. Charges not disputed within sixty days are treated as accepted.

9.7 Non-payment

If an invoice is overdue we may suspend the Services after giving you written notice and a reasonable opportunity to pay. Suspension does not relieve you of recurring charges. We may recover reasonable costs of collection.

10. Term, termination and exit

10.1 Term

Each Service runs month to month from activation unless your Engagement Letter specifies a minimum term.

10.2 Termination by you

You may terminate any or all Services by giving us thirty (30) days' written notice. You remain liable for charges up to the end of the notice period. Fees already paid for the current month are not refunded.

10.3 Termination by us

We may terminate a Service:

- (e) on thirty (30) days' written notice, for any reason;
- (f) immediately, if you materially breach this agreement and do not remedy the breach within ten (10) business days of written notice; or
- (g) immediately, if you become insolvent, make an assignment for the benefit of creditors, or a receiver is appointed over your assets.

10.4 What happens on termination

- You must pay all charges up to the termination date.
- You must port out any numbers you wish to keep before termination (clause 7.4).
- Equipment you have purchased remains yours.
- We will make your call detail records and voicemail available for thirty (30) days after termination, on request.

10.5 Reactivation

If we agree to reactivate a terminated account, a reactivation fee applies as set out in the Fees Schedule, and you may be issued new numbers.

11. Your data, privacy and Canadian residency

11.1 Canadian residency

The Platform is hosted in Canada. Your call traffic, call detail records, voicemail, call recordings and PBX configuration are stored and processed within Canadian infrastructure operated by IHF and its Canadian cloud and carrier providers, and do not leave that framework in the ordinary course of providing the Services.

If this ever changes — for example if we add a supplier that processes data outside Canada — we will notify you in advance and you may terminate the affected Service without penalty if you do not accept the change.

11.2 Privacy

We handle personal information in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) and our Privacy Policy, published at ithandsfree.com/privacy, which forms part of this agreement.

11.3 Confidentiality of your communications

We do not listen to, access or disclose the content of your calls, voicemail or messages except where necessary to provide support at your request, to maintain the security or proper operation of the Platform, or where required by law.

11.4 Retention

We store call detail records, voicemail and call recordings as a convenience to you. We may set reasonable limits on volume and retention period, and will tell you what those limits are on request. You are responsible for exporting anything you are required to retain for your own compliance purposes.

11.5 Aggregated data

We may use aggregated, de-identified information about traffic and feature usage across our customer base to operate, secure and improve the Services. We do not publish or sell information that identifies you or your calling patterns.

12. Intellectual property and portability

12.1 Our rights

The Platform, our software, configurations, documentation and brand remain our property or that of our licensors. Nothing in this agreement transfers any of those rights to you.

12.2 Your licence

For the term of the Services we grant you a non-exclusive, non-transferable right to use the Platform and any software we supply, solely for your own business use. You must not reverse engineer, resell or sublicense it.

12.3 Portability on the Dedicated tier

If you are on the Dedicated tier and your account is in good standing, on termination we will provide, on request and within a reasonable period, an export of your PBX configuration — including your dial plan, extension numbering, IVR structure, call routing and voicemail — in a standard format, so that it can be rebuilt by you or another provider.

This obligation covers your configuration and data. It does not extend to any third-party software or licence that we are not permitted to transfer, and it does not include our own proprietary tooling. Where a licence cannot be transferred, we will tell you what it is so you can obtain it directly.

12.4 Your content

Your recordings, greetings, directory data and call records remain yours. We claim no rights in them beyond what is needed to provide the Services.

13. Call recording

The Services include call recording. Recording telephone conversations is regulated, and in a business context typically requires that participants be notified. You are solely responsible for determining what notice or consent your use requires, for configuring the Service accordingly, and for complying with PIPEDA and any other applicable law.

We provide the technical capability only. We make no representation that any configuration of the Services complies with recording law, and you will indemnify us against claims arising from your use of call recording.

14. Warranties and disclaimers

14.1 Our warranty

We warrant that we will provide the Services with the reasonable skill and care of a competent managed service provider.

14.2 Disclaimer

Except as expressly stated in this agreement, and to the maximum extent permitted by law, we exclude all other warranties, conditions and representations, whether express or implied, including implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the Services will be uninterrupted or error-free, or that voice quality will be unaffected by conditions on the public internet.

14.3 Statutory rights

Nothing in this agreement excludes or limits any right or remedy you have under applicable consumer protection or other legislation that cannot lawfully be excluded.

15. Limitation of liability

15.1 Excluded loss

To the maximum extent permitted by law, neither party is liable to the other for indirect, incidental, special, punitive or consequential loss, or for loss of profit, revenue, business, goodwill, anticipated savings or data, however caused.

15.2 Cap

To the maximum extent permitted by law, our total aggregate liability arising out of or in connection with this agreement in any twelve (12) month period is limited to the total charges you paid us for the affected Service in the twelve (12) months before the event giving rise to the claim.

15.3 What is not capped

Nothing in this section limits liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, for your obligation to pay charges, or for either party's indemnity obligations, or any other liability that cannot lawfully be limited.

15.4 Events outside our control

Neither party is liable for failure to perform caused by events beyond its reasonable control, including acts of nature, fire, flood, war, civil unrest, labour disruption, government action, failure of a carrier or upstream network, loss of power, or interruption of the public internet.

16. Indemnity

You will defend and indemnify us against claims, losses, fines, penalties and reasonable legal costs arising from: your use of the Services in breach of this agreement or of any law; the content or recipients of communications you send; your use of call recording; the accuracy of the 911 service addresses you register; or any claim by a third party in respect of your business use of the Services.

We will defend and indemnify you against any claim that the Platform, as supplied by us, infringes a third party's intellectual property rights in Canada.

17. Confidentiality

Each party will keep the other's confidential information in confidence and use it only for the purposes of this agreement. This includes our pricing and proposals, and your business, technical and customer information. It does not apply to information that is public through no fault of the receiving party, was already known to it, or is required to be disclosed by law. These obligations continue for three (3) years after termination.

18. Disputes

18.1 Talk first

If a dispute arises, the parties will first attempt to resolve it in good faith through discussion between senior representatives, within thirty (30) days of written notice of the dispute.

18.2 Governing law and courts

This agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable in it. The parties submit to the exclusive jurisdiction of the courts of Ontario.

19. General

19.1 Notices

Notices to you may be given by email to your account contact. Notices to us must be sent by email to cs@ithandsfree.com and by post to IT Hands Free Inc., 48 Boyce Trail, Norland, ON K0M 2L0. You are responsible for keeping your account contact details current.

19.2 Assignment and subcontracting

You may not assign this agreement without our written consent, not to be unreasonably withheld. We may assign it to a purchaser of our business or assets on notice to you. We may subcontract performance, but remain responsible for the Services.

19.3 No partnership

Nothing in this agreement creates a partnership, joint venture, agency or employment relationship.

19.4 Severability and waiver

If any provision is found unenforceable, the rest remains in force. A failure to enforce a right is not a waiver of it.

19.5 Survival

Sections 9, 11, 12, 14, 15, 16, 17 and 18 survive termination, together with any other provision that by its nature is intended to survive.

19.6 Entire agreement

This agreement, together with the documents listed in clause 1.2, is the entire agreement between the parties in respect of the Services and supersedes all prior discussions and representations.

19.7 Language

The parties have expressly requested that this agreement and all related documents be drawn up in English. Les parties ont expressément demandé que cette convention et tous les documents s'y rattachant soient rédigés en langue anglaise.

Schedule A — Fees

The fees applicable to your account are set out in your Engagement Letter. The following are our standard published rates as at the effective date of this agreement. Where the Engagement Letter and this Schedule differ, the Engagement Letter governs.

Item	Rate (CAD)	Basis
Shared Cloud PBX	From \$25.50	Per month
Dedicated Cloud PBX	From \$55.00	Per month
Direct inward dial number (DID)	\$3.00	Per number, per month
911 service	\$2.00	Per additional site; primary included
Mobile softphone licence	\$4.50	Per device, per month
Desktop softphone licence	\$186.00	Per device, per year
Virtual fax	\$15.00	Per month; includes its DID
Calling — Canada, USA, Mexico	\$0.02	Per minute
Toll-free inbound	\$0.06	Per minute
SMS / MMS	From \$0.015 / \$0.04	Per message
International calling	Quoted	Per carrier rates at time of quote
Flat-rate unlimited NA calling	On consultation	Conditional; assessed on your usage
PBX build and configuration	\$500.00	One time
DID acquisition or porting	\$45.00	Per number, one time; bulk discounts available
IVR professional voice recording (optional)	\$100.00	One time, per 100 words

All rates are exclusive of applicable taxes. Equipment is quoted separately and shipping is extra.

Schedule B — 911 acknowledgement

To be signed by the Customer's administrator before 911 service is activated. Retain the signed copy on the account file.

I ACKNOWLEDGE THAT

1. Internet-based 911 on the IHF Cloud PBX does not work the same way as 911 from a traditional telephone line.
2. It will not work during a power failure, during an internet outage, or while the account is suspended.
3. A 911 call is routed first to an emergency call centre, which then transfers it, and this may take longer than a traditional 911 call.
4. Emergency responders are dispatched to the civic address registered for the Extension. If that address is not correct and current, responders may be sent to the wrong location.
5. I am responsible for registering and updating the civic address for every Extension and DID with 911 enabled.
6. I will inform all staff, contractors and visitors at our premises of these limitations.
7. Our organisation maintains an alternative means of calling 911.
8. The Services are not to be relied on for life safety, medical alert or alarm monitoring purposes.

Customer	Details
Organisation	
Administrator name	
Title	
Signature	
Date	