

## eFax Delivered by Rogers

### **PROVISIONS REQUIRED TO BE INCLUDED IN SERVICES AGREEMENT WITH RESELLER CUSTOMERS**

#### **1. THE FAX SERVICE**

The fax service provides you with the capability to send and receive fax documents using electronic mail (“**email**”) pursuant to the terms set forth herein (the “**Fax Service**”). As part of the registration process, you shall be required to provide an email address. You are responsible for (1) maintaining the confidentiality of your password, fax service number and account information, (2) for all individual end users who access and/or use the Fax Service through your account, and (3) any activities that occur through your account. Your right to use the Fax Service is personal to you and you agree not to resell the use of the Fax Service.

The Fax Service is provided to you by J2 Cloud Services, Inc. and/or j2 Global Ireland Limited, and/or J2 Global Canada, Inc. (individually and collectively, “**J2**”). All parties to this agreement agree that J2 shall be and is hereby named an express third-party beneficiary of this agreement, and this agreement confers rights and remedies upon J2. Rogers Communications Canada Inc. and J2 are hereinafter referred to, collectively, as “**Service Providers**”. Each Service Provider reserves the right to modify or discontinue the Fax Service at any time. Service Providers shall not be liable to you or any third party should any Service Provider exercise its right to modify or discontinue the Fax Service. International Send Rates are posted on the eFax website at <https://www.efax.ca/international-fax-rates>. Upon termination of the Fax Service or this agreement, your right to use the Fax Service immediately ceases and Service Providers will have no obligation to forward any unread or unsent messages.

#### **2. YOUR CONDUCT**

You are solely responsible for the contents of your transmissions through the Fax Service, and the Fax Service simply acts as a passive conduit for you to send and receive information of your own choosing. However, Service Providers reserve the right to take any action with respect to the Fax Service that Service Providers deem necessary or appropriate in Service Providers’ sole discretion if Service Providers believe you or your information may create liability for Service Providers, compromise or disrupt the Fax Service for you or other subscribers to the Fax Service, or may cause Service Providers to lose (in whole or in part) the services of the ISPs or other suppliers of Service Providers.

Your use of the Fax Service is subject to all applicable local, state, national and international laws and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination or false advertising). You agree: (1) to comply with all applicable laws regarding the transmission of technical data exported from the United States through the Fax Service; (2) not to use the Fax Service for illegal purposes; (3) not to interfere or disrupt networks connected to the Fax Service; (4) to comply with all regulations, policies and procedures of networks connected to the Fax Service; (5) not to use the Fax Service to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (6) not to transmit through the Fax Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature; and (7) not to use the Fax Service to store any “protected health information” (as such term is used in the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191). You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. The transmission of unsolicited commercial “junk faxes” is illegal under the Federal Telephone Consumer Protection Act of 1991 and a number of similar state laws. You will not use or reference the Fax Service for chain letters, junk fax or junk mail, spamming or any use of distribution lists to any person who has not given specific permission to be included in such a process. You are not permitted to “opt in” to receive spam faxes on your fax service number or to use your fax service number as a “drop-box” for responses to email spam offers.

#### **3. PRIVACY POLICY**

The current J2 Privacy Policy, which is incorporated herein by this reference, is available at [www.efaxcorporate.com](http://www.efaxcorporate.com). By accepting this agreement, you expressly consent to disclosures and use of your information as enumerated in such Privacy Policy. J2 may amend its Privacy Policy at any time upon thirty (30) days’ notice by (i) posting a revised version of the Privacy Policy on its website, and/or (ii) sending information regarding amendments to the Privacy Policy to the email address you provide Service Providers. Your continued use of the Fax Service after such thirty (30) day period shall be deemed acceptance by you of the amended Privacy Policy.

#### **4. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY AGREE THAT USE OF THE FAX SERVICE IS AT YOUR SOLE RISK. THE FAX SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SERVICE PROVIDERS MAKE NO WARRANTY THAT THE FAX SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE FAX SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE OR THAT ANY TRANSMISSION THROUGH THE FAX SERVICE WILL BE SENT OR RECEIVED; NOR DO SERVICE PROVIDERS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE FAX SERVICE OR AS TO THE ACCURACY OR

RELIABILITY OF ANY COMMUNICATIONS OR TRANSMISSIONS, OR THE ACCURACY OF ANY TRANSLATION OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR THE ACCURACY OF ANY INFORMATION OBTAINED THROUGH THE FAX SERVICE, OR THE ACCURACY OR RELIABILITY OF ANY FILTERING TECHNOLOGY USED IN CONNECTION WITH THE FAX SERVICE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE FAX SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS, DATA OR FILES UPLOADED, HOSTED OR TRANSMITTED VIA THE FAX SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER ANY THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. SERVICE PROVIDERS MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE FAX SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE FAX SERVICE. SERVICE PROVIDERS ASSUME NO RESPONSIBILITY FOR THE DELETION OR FAILURE TO STORE FAX AND EMAIL MESSAGES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SERVICE PROVIDERS OR THROUGH THE FAX SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

## **5. LIMITATION OF LIABILITY**

IN NO EVENT SHALL SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE FAX SERVICE OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE FAX SERVICE OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SERVICE PROVIDERS' LIABILITY TO YOU OR ANY THIRD PARTIES IS LIMITED TO \$50. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **6. INDEMNIFICATION**

You agree to indemnify and hold Service Providers and their affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Fax Service, your violation of this agreement, or the infringement by you, or another user of the Fax Service on your behalf, of any third party intellectual property right.

## **7. PORTING**

YOU UNDERSTAND AND AGREE THAT YOU WILL HAVE USE OF THE FAX SERVICE NUMBERS THAT ARE PROVIDED AS PART OF THE FAX SERVICE (EACH SUCH FAX SERVICE NUMBER IS REFERRED TO HEREINAFTER A "DID") ONLY UNTIL THE END OF THE TERM OF YOUR AGREEMENT, UNLESS YOU SATISFY THE REQUIREMENTS FOR A PORTED DID (AS DEFINED BELOW) AS SET FORTH BELOW. J2 IS GRANTING YOU REVOCABLE PERMISSION TO USE SUCH DID(S) IN ACCORDANCE WITH THIS AGREEMENT FOR THE LENGTH OF THE TERM OF THE AGREEMENT. YOU UNDERSTAND AND AGREE THAT J2 IS THE CUSTOMER OF RECORD OF ALL DID(S) PROVIDED AS PART OF THE FAX SERVICE AND, THEREFORE, J2 HAS CERTAIN RIGHTS WITH RESPECT TO THE DID(S), INCLUDING WITHOUT LIMITATION CERTAIN RIGHTS RELATING TO THE PORTING OF DID(S). AS THE CUSTOMER OF RECORD FOR THE DID(S), J2 HAS A DIRECT RELATIONSHIP WITH THE TELEPHONE COMPANY THAT PROVIDES THE UNDERLYING TELECOMMUNICATIONS THAT SUPPORT THE FAX SERVICE YOU RECEIVE.

YOU UNDERSTAND AND AGREE THAT J2 IS NOT, ITSELF, A TELEPHONE COMPANY AND THEREFORE J2 IS NOT UNDER ANY LEGAL OBLIGATION TO PERMIT YOU TO PORT ANY DID(S) PROVIDED AS PART OF THE FAX SERVICE UNLESS THEY ARE PORTED DID(S) AND YOU SATISFY THE REQUIREMENTS SET FORTH BELOW. YOU UNDERSTAND AND AGREE THAT YOU ARE EXPRESSLY PROHIBITED FROM CAUSING OR ATTEMPTING TO CAUSE SUCH DID(S) TO BE TRANSFERRED TO ANY OTHER SERVICE PROVIDER, TELEPHONE CARRIER OR ANY OTHER PERSON OR ENTITY UNLESS THEY ARE PORTED DID(S) AND YOU SATISFY THE REQUIREMENTS SET FORTH BELOW.

YOU UNDERSTAND AND AGREE THAT FOLLOWING THE TERMINATION OF THE FAX SERVICE FOR ANY REASON, THE DID(S) PROVIDED BY J2 AS PART OF THE FAX SERVICE AND ANY PORTED DID(S) WHICH YOU FAIL TO REQUEST TO PORT AS SET FORTH BELOW MAY BE RE-ASSIGNED IMMEDIATELY TO ANOTHER CUSTOMER, AND YOU AGREE THAT J2 WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING

BUT NOT LIMITED TO DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES) ARISING OUT OF ANY SUCH RE-ASSIGNMENT, AND YOU HEREBY WAIVE ANY CLAIMS WITH RESPECT TO ANY SUCH RE-ASSIGNMENT, WHETHER BASED ON CONTRACTUAL, TORT OR OTHER GROUNDS, EVEN IF J2 HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

A “**Ported DID**” is a telephone number you ported from your telecommunications carrier(s) to J2’s telecommunications carrier(s) to be placed in J2’s name. Service Providers’ charges for porting in and porting out Ported DIDs depends on the location and quantity of the Ported DIDs. You shall not delete Ported DIDs from your account during the term of the agreement.

Upon termination of this agreement (other than termination due to your breach of this agreement), J2 agrees, following receipt of your written request sent to [corpporting@j2.com](mailto:corpporting@j2.com) and received within 60 days of the termination date, to use commercially reasonable efforts to transfer back the requested Ported DIDs to a telecommunications provider you designate. In the event you fail to request to port out any Ported DIDs within sixty (60) days of the termination of this agreement, you shall no longer have a right to have any Ported DIDs ported out.