This Service Schedule (the “Schedule”), between Sherweb Inc. (“Provider”) and You, the organization purchasing the Cloud PBX Equipment (“Service”), as identified as part of the subscription process for the Service (“You” or “Your”), is effective immediately and is issued pursuant to and incorporates by reference the terms and conditions of the Master Service Agreement or Partner Master Service Agreement, as applicable (“MSA”) by and between Provider and You.

This Schedule includes the terms and conditions governing the Service provided to You under the Agreement. By accepting this Schedule between You and Provider - by checking the "I have read and accept the Terms and Conditions" box or any similar box when completing the Account creation, by logging in on Provider administrative web Portal, or by placing an order for the Cloud PBX Equipment, You agree to be bound by all of the terms and conditions set out in this Schedule. All capitalized terms in this Schedule shall have the same meaning as set forth in the MSA, unless defined herein. In the event of a conflict or inconsistency between the terms of the MSA and the terms of this Schedule, this Schedule shall supersede and govern.

1. Definitions. For the purposes of this Schedule, the following definitions apply:

“Equipment” means any and all equipment purchased by You and provided by Provider in connection with the Cloud PBX Service including telephone, telephone adapter, router, or other device used in connection with the Service.

“You” or “Your” means the recipient and payor of the Equipment as identified as part of the subscription process for the Service.

2. Cloud PBX Equipment.

2.1. Equipment. Subject to the terms and conditions of the Agreement, Provider agrees to provide You, and You agree to purchase, the Equipment.

2.2. Shipment. Provider will ship the Equipment upon complete payment of the Equipment. Shipment may vary per manufacturer and may be subject to delay due to, but not limited to, acts of God, strikes, labour difficulties, fire, delay or defaults of common carriers or any other delays beyond Provider’s reasonable control, and Provider shall not be liable for any loss or damage arising there from. Risk of loss of the Equipment shall pass to You once the Equipment is shipped to You. Provider is not responsible for Equipment damaged in transit. All claims are to be made directly to the Equipment’s manufacturer or with corresponding freight or shipping company.

2.3. Ownership. Upon complete payment of the Equipment, You retain all rights and title in and to the Equipment. If payment of the Equipment is done by monthly installments, payment will be deemed completed at the end of the Initial Term. Fees are subject to change without notice due to manufacturer’s changes.

3. Purchase Cancellation

You may cancel the Equipment purchase by delivering written notice to Provider at any time before shipment of the Equipment has been confirmed by the freight or shipping company. You shall pay a 30% restocking fee on the original purchase price for all Equipment purchases canceled. The initial shipping charge will not be refunded. Credit for Equipment purchases canceled in compliance with this Section will be applied on Your invoice issued by Provider in connection with the Service within the calendar month following receipt by Provider of the Equipment.

4. Limited Warranties

4.1. No Supplementary Warranty. Provider offers no supplementary warranty other than the manufacturer’s warranty except if You receive the Equipment in a defective condition due to imperfect material or workmanship as per Section 4.2 below. All issues, problems or defects in the Equipment shall be handled by You directly through the manufacturers and subject to their respective terms and conditions.
4.2. **Defective Equipment.** If You receive the Equipment in a defective condition due to imperfect material or workmanship, You may return the defective Equipment, provided that: (i) You provide advance notification to Provider of intended return under this warranty within thirty (30) days of the original purchase date with details on the Equipment purchased, the original purchase date and the reason for the return; and (ii) You receive confirmation from Provider that the return has been authorized. You are responsible for arranging and paying for the return of Equipment and packaging all equipment to arrive at Provider in good working condition within seven calendar (7) days of authorized return order. As per industry standard practice and subject to the manufacturer’s return and exchange policies, Provider will replace any defective Equipment with either new or factory refurbished Equipment at Provider’s discretion. Provider shall not be responsible for Equipment damage due to improper use, storage, installation, lightning damage, flood damage, or other damage inflicted by You. If You fail to return the Equipment within seven (7) days of authorized return order or if Provider at its sole discretion determines that the Equipment is not defective or the defect is due to improper use, storage, installation, lightning damage, flood damage, or other damage inflicted by You, then Provider will not replace the returned Equipment. Failure to report a defective Equipment to Provider within thirty (30) days of the initial purchase date shall constitute irrevocable acceptance of the Equipment. No request shall be made after the Equipment is used, processed, opened or changed in any manner from the original condition.