

## UNREGULATED TERMS OF SERVICE

**1. Agreement.** These terms and conditions (the “**Terms of Service**”) set out the rights, obligations and limitations of NorthernTel, Limited Partnership (“**NorthernTel**” or “**us**” or “**we**” or “**our**”) and you, the Customer, for wireline products (the “**Customer Equipment**”) and wireline services NorthernTel provides to you that are not regulated by the Canadian Radio-television and Telecommunications Commission (the “**CRTC**”) (collectively the “**Services**”). These Terms of Service, together with (i) your NorthernTel invoice for the Services and all terms listed therein; (ii) all applicable NorthernTel service rules and policies referenced in these Terms of Service or to which you may be directed when you order or use the Services; and (iii) any specific terms attached at any time or incorporated by reference into these Terms of Service (the “**Documents**”), form our agreement with you (the “**Agreement**”). The Terms of Service will prevail to the extent of any conflict or inconsistency between the Documents and the Terms of Service. If you have signed or accepted a separate agreement with NorthernTel related to the Services, then that agreement applies. Neither you nor a NorthernTel sales or customer service representative, agent, dealer or employee may change this Agreement, and you may not rely on such changes. Customer is solely responsible for the use of the Services by it and other users (the “**Users**”) and shall: (a) take all necessary measures to ensure that the Services are used in accordance with this Agreement and (b) be liable for all consequences resulting from any breach of this Agreement. Customers and all Users are sometimes called “**you**” in this Agreement.

**2. Charges, Billing & Payment.** You shall pay all applicable monthly service rates, access fees, usage charges, installation fees and/or activation fees, and other amounts, fees and charges, if any, together with all applicable taxes, identified to you when you purchase the Services or as otherwise identified to you by NorthernTel from time to time (the “**Charges**”). Unless otherwise set out on your NorthernTel invoice, Charges will commence on the date of the initial activation of the Services. NorthernTel will bill you monthly, and you are liable for and shall pay NorthernTel when due, on a monthly basis, all invoiced Charges. Allow adequate time (typically 5-7 days if pay by mail or financial institution) for your payment to reach us and for us to process your payment before the required payment date.

NorthernTel may bill you for any Charge up to 12 months from the date that Charge was incurred. If payment is **not received** by NorthernTel before your next invoice date, or within **30 days** of the date of any final invoice if the Services have been terminated, you will be charged interest on the balance owing at a compound interest rate of 3.25%, calculated and compounded monthly from the invoice date (the “**Late Payment Charge**”), which represents an annual rate of 46.8%. NorthernTel may change the Late Payment Charge from time to time. If you question or dispute recurring charges that should not have been billed or that were overbilled, you will be credited with the excess back to the date of the error, subject to applicable limitation periods provided by law. However, if you do not dispute the Charges within one year of the date of an itemized statement which shows these Charges correctly, you will lose the right to have the excess credited amount for the period prior to that statement. In the case of non-recurring charges that should not have been billed or that were overbilled, these Charges will be credited, provided that you dispute them within 150 days of the date of the bill. Unless otherwise set out on your invoice, no Charge disputed by you will be considered past due unless NorthernTel reasonably believes your dispute is to evade or delay payment.

Administrative charges of \$25.00, subject to modification by NorthernTel at any time, may be assessed against you for administrative or account activities including collection efforts due to your non-payment or having a balance over your credit limit; returned or rejected payments; change of any personal identifier information or any other reason stated by the financial institution; suspension, disconnection or restoral of Services. All administrative fees charged to you will form part of the Charges owed by you to NorthernTel under this Agreement.

You will ensure that your billing and payment information provided to NorthernTel (including name, mailing address, residency, address, telephone number, credit card and bank account) remains current at all times. If you provide a credit card, bank account, or other pre-authorized payment method to NorthernTel to make your monthly payments, you authorize NorthernTel to charge your credit card or bank account the amount of any outstanding amounts and all Charges due under this Agreement.

**3. Amendments/Changes.** To the extent not prohibited by applicable law, NorthernTel may change the Services and/or this Agreement, including changing applicable charges, fees or other obligations; or any feature, content, structure or other aspect of any of the Services. NorthernTel will notify you in advance of any change to this Agreement and material change to your Services by posting a notice on [www.northern.tel.ca](http://www.northern.tel.ca), mail, sending notice via Customer billing message or other message on your monthly invoice, or any other notice method likely to come to your attention. If you do not accept such change, your sole remedy is to terminate the Service to which such change applies. If you continue to use the Services after any such change is effective, to the extent not prohibited by applicable law, you expressly agree that you: (i) will be deemed to have accepted the change, with no additional written agreement or express acknowledgement required; (ii) specifically waive all statutory requirements for notice and express acceptance of such change except for those provided in this section; and (iii) will be responsible for the payment of all Services.

**4. Termination of Services and Default.** You may contact NorthernTel at NorthernTel Customer Service (see coordinates at the end of the Agreement) to terminate any Service. Termination is effective from the date the Service or the Services are disconnected by NorthernTel.

NorthernTel may without liability stop providing you with any or all of the Services and/or terminate this Agreement for any reason upon a minimum of 30 days prior written notice to you.

If you breach any part of this Agreement, NorthernTel may, as permitted by law and without liability: (a) enter upon your premises and take immediate possession of or require you to promptly return in proper working order and in good condition all NorthernTel Equipment provided in connection with the Services; (b) accelerate all Charges and other amounts under this Agreement as due and owing as of the date of termination; and (c) terminate all Services and this Agreement by written notice to you and specify a final payment date for all amounts owing by you hereunder not earlier than 10 days (or such other date as is permitted by law) from the date of such notice.

**5. Suspension of Services.** Upon reasonable advance notice to you, NorthernTel may suspend any Service for a breach of this Agreement according to the terms of articles 21.01 and 21.02 of Section N80 of NorthernTel’s General Tariff. Such suspension does not change your obligation to pay for the Services.

**6. Special Payment Terms; Deposits and Alternatives.** In exceptional circumstances, NorthernTel may require you to pay the Charges on an interim basis, despite your monthly billing cycle, and you shall pay on or before the stipulated due date to avoid termination or suspension of your Services.

NorthernTel may require deposits from you at any time if you: (a) have no credit history with NorthernTel and do not provide satisfactory credit information; (b) have an unsatisfactory credit rating with NorthernTel due to payment practices in the previous 2 years regarding any NorthernTel Services; or (c) present an abnormal risk of loss. Deposits will earn simple interest based on National Bank of Canada’s monthly savings account rate in effect from time to time, calculated monthly on the last day of your monthly billing period, prorated for any partial month NorthernTel holds the deposit. When the Services are terminated or the conditions justifying the deposit are gone, NorthernTel will apply the deposit and any earned interest against the outstanding Charges or other amounts owing by Customer, and thereafter refund to Customer any balance of the deposit, plus interest, if any, earned.

**7. Obligation to Provide Service.** NorthernTel may at any time refuse without liability to provide any Services to you where NorthernTel would have to incur unusual expenses such as, but not limited to, securing rights of way or for special construction. NorthernTel may proceed to provide such Services to you if, upon NorthernTel’s request and agreement, you agree to pay an amount in respect of such expenses. Any such agreement shall be in writing and signed by you and NorthernTel.

**8. Connections and Non-NorthernTel Equipment.** You must supply, install and maintain all facilities, software and equipment not provided by NorthernTel (the “**Non-NorthernTel Equipment**”). You are responsible for all disruptions and damage caused by Non-NorthernTel Equipment, including any effect on other customers’ ability to receive NorthernTel services, and NorthernTel may take any action which it considers necessary to address that effect, including charging you for any costs that may ensue to remedy such effect.

You are solely responsible for the state of and all access to Customer Equipment, maintenance of security and privacy and all other risks involved in connection with the Customer Equipment.

**9. NorthernTel Equipment; NorthernTel Right to Enter Premises.** All NorthernTel Equipment (meaning any device, equipment or hardware owned or supplied by NorthernTel and used in connection with the Services) will always remain NorthernTel’s property and you will: (i) take reasonable care of the NorthernTel Equipment; (ii) not sell, lease, mortgage, transfer, assign or encumber the NorthernTel Equipment; (iii) not move or re-locate the NorthernTel Equipment, and (iv) immediately return all NorthernTel Equipment to us at your cost upon termination of the Services to which the Equipment related. If you fail to comply with these obligations, you will pay us the undiscounted retail value of the NorthernTel Equipment, together with any costs incurred by us in seeking possession of the NorthernTel Equipment. Failure to do so will result in certain charges to you, as identified to you when you received such NorthernTel Equipment. NorthernTel will provide maintenance and repairs to NorthernTel Equipment as required due to normal wear and tear.

Additional charges may apply for maintenance and repair work performed outside of regular working hours. You may also be charged for the cost of repairing or replacing the NorthernTel Equipment if you have deliberately, negligently or by virtue of lack of reasonable care, caused loss, theft or damage to the NorthernTel Equipment. In all cases, you are liable for all damage caused to NorthernTel Equipment and facilities by you or by customer-provided equipment. You must immediately notify NorthernTel of any loss, theft or damage of or to NorthernTel Equipment.

NorthernTel may enter the premises on which the Services are, or are to be, provided, to install, inspect, repair, maintain, or remove the NorthernTel Equipment, or to maintain, protect, investigate, modify or improve the operation of the Services, or to inspect and perform necessary maintenance in cases of network affecting disruptions involving customer-provided facilities. You will obtain and provide to NorthernTel consents from all necessary persons, except in emergencies or pursuant to a court order.

**10. Restrictions on Use of Residential and Business Services.** You shall not:

- (a) use the Services, in the case of residential services, for anything other than for your personal use or, in the case of business services, use the Services for anything other than your business use. In both cases, you may not resell the Services (except duly authorized businesses, as per the CRTC’s regulation), receive, any Charge or benefit for the use of the Services, or share or transfer the Services. You may not resell the Services, receive any charge or benefit for the use of the Services, or share or transfer the Services;

- (b) use the Services or permit them to be used for a purpose or in a manner that is contrary to law, for any illegal purpose, including criminal offences, intellectual property infringement, harassment or interference with network operations; or to make annoying or offensive calls;
- (c) use the Services or permit them to be used so as to prevent a fair and proportionate use by others;
- (d) re-arrange, disconnect, remove, repair, modify or otherwise interfere with any Services, NorthernTel Equipment or NorthernTel facilities;
- (e) attempt to receive any Service without paying the applicable fees and charges; and/or
- (f) use any of the Services in a manner which bypasses, or attempts to bypass, NorthernTel's network.

**11. Customer Liability for Calls.** You are responsible for all calls originating from, and charged calls accepted at, your telephone(s), regardless of who made or accepted them.

**12. Confidentiality of Customer Records; Personal and Credit Information.** Unless your express consent to the disclosure, or if disclosure is pursuant to a legal power, or is required in a medical, legal or security emergency or where there appears to be imminent danger to life or property and your consent cannot be sought in a timely manner, all information NorthernTel keeps about you, other than your name, address and listed telephone number, is confidential and will not be disclosed by NorthernTel to anyone other than: (a) you; (b) a person who, in NorthernTel's reasonable judgment, is seeking the information as your agent; (c) another telephone company who provides you with telephone service, or a company involved in supplying you with telecommunications, telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; (d) an agent retained by NorthernTel in the collection of your account, provided the information is required for, and is to be used only for that purpose or (e) an affiliate of NorthernTel involved in supplying you with telecommunications and/or broadcasting services, provided that the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose. NorthernTel protects your personal information in accordance with the NorthernTel Customer Privacy Policy and the NorthernTel Code of Fair Information Practices (both available at [www.northerntel.ca](http://www.northerntel.ca)). NorthernTel's liability for disclosure of Customer information contrary to this Section 12 is not limited by Section 14.

You will be deemed to have given your express consent where you provide: written consent; oral confirmation verified by an independent third party; electronic confirmation through the use of a toll-free number; electronic confirmation via the Internet; oral consent where NorthernTel retains an audio recording of the consent; or consent through other methods, as long as an objective documented record of your consent is created by you or an independent third party.

**13. No Warranties, etc.** NorthernTel makes no warranties, representations, guarantees or conditions of any nature whatsoever, expressed or implied, including any warranty, representation, guarantee or condition of fitness for a particular purpose, merchantability, title or non-infringement, with respect to any of the NorthernTel Equipment, the Customer Equipment (except as provided below) or the Services, and all warranties, representations, guarantees and conditions, expressed and implied, are, to the extent permitted by applicable law, hereby excluded. Customer Equipment is subject to the terms and conditions of any manufacturers' warranty or extended warranty plan you may have obtained on the purchase of the Customer Equipment. None of the Services are guaranteed to be error-free or uninterrupted and NorthernTel shall not be liable to you or any other person for any damages, whether direct, indirect, special, consequential, exemplary, incidental, or any kind or for any reason whatsoever, arising out of any Service.

**14. Limitation of NorthernTel Liability.** NORTHERNTEL'S AND ITS PROVIDERS' LIABILITY FOR NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHER CAUSES OF ACTION, INCLUDING FUNDAMENTAL BREACH, TO THE EXTENT PERMITTED BY APPLICABLE LAW IS LIMITED TO PAYMENT, UPON REQUEST, FOR ACTUAL AND DIRECT DAMAGES OF A MAXIMUM AMOUNT OF THE GREATER OF \$20 AND AN AMOUNT EQUAL TO THE SERVICE FEES PAYABLE DURING ANY SERVICE OUTAGE. OTHER THAN THE FOREGOING PAYMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL NORTHERNTEL (OR ITS PROVIDERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, ECONOMIC, EXEMPLARY OR PUNITIVE DAMAGES INCLUDING LOSS OF DATA, LOSS OF INCOME, LOSS OF PROFIT OR FAILURE TO REALIZE EXPECTED SAVINGS ARISING DIRECTLY OR INDIRECTLY FROM NORTHERNTEL'S (OR ITS PROVIDERS') NEGLIGENCE OR BREACH OF CONTRACT (INCLUDING FUNDAMENTAL BREACH OR OTHERWISE). Without limiting the generality of the foregoing, NorthernTel is not liable for: (a) any actor omission of a telecommunications carrier whose facilities are used in establishing connections to points which NorthernTel does not directly serve; (b) defamation or copyright infringement arising from material transmitted or received over NorthernTel's facilities; or (c) infringement of patents arising from combining or using customer-provided facilities with NorthernTel's facilities. The limitations of liability set out above

do not apply to damages resulting from physical injuries, death or damage to your premises or other property wholly caused by NorthernTel's negligence.

**15. General.** NorthernTel is a federally-regulated undertaking and as such this Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by applicable federal laws and regulations of Canada and only those laws and regulations of the province in which your designated billing address is located, that are applicable to it. This Agreement is subject to amendment, modification or termination if required by such laws or regulations. If any provision in this Agreement is declared to be invalid or in conflict with any such law or regulation, that provision may be deleted or modified, without affecting the validity of its other provisions. This Agreement including the Documents, as amended, constitute the entire agreement between you and NorthernTel and supersedes all prior agreements, written or oral, with respect to the same subject matter. Except as expressly stated herein, this Agreement cannot be modified or amended by waiver, course of dealing or otherwise. NorthernTel may transfer or assign all or part of this Agreement including any rights in accounts receivable at any time without prior notice or consent, but Customer may not assign or transfer this Agreement, its account or any Service without NorthernTel's prior written consent.

This Agreement has been drawn up in the English language at the express request of the parties. La présente convention a été rédigée en anglais à la demande expresse des parties. Your use of the Service represents evidence that you accept and agree with the terms and conditions of this Agreement. NorthernTel is not responsible for failing to meet obligations due to causes beyond its reasonable control, including all force majeure events. The word "including" means including without limitation.

**16. Intellectual Property.** All trademarks, copyrights, brand concepts, names, logos and designs used by us are intellectual property assets, registered or unregistered, off or used under license by, NorthernTel or its affiliates. All are recognized as valuable assets of their respective owners and may not be displayed or used by you in any manner for commercial purposes or copied in any manner whatsoever for any purpose.

**17. Directories.** You are entitled to receive, without charge, a copy of the most recent telephone directory for your district, both white pages and Yellow Pages. In the case of a residential service, you are entitled to obtain, without charge, a principal directory listing in the white pages and, in the case of business services, a principal directory listing in the Yellow Pages. The contents of NorthernTel's directories may not be published or reproduced in any form without NorthernTel's written consent.

**TO CONTACT US:**

By Telephone – NorthernTel Customer Service:

1 800 360-8555

*Une version française de ce document est disponible sur le site Web de NorthernTel ([www.northerntel.ca](http://www.northerntel.ca)) ou, sur demande, auprès du service à la clientèle de NorthernTel au numéro susmentionné.*

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