

General terms and conditions for TELUS wired products and services

Updated: November 2018

1 Subject

1.1 TELUS Communications Inc. ("**TELUS**") agrees to provide to the customer (the "**Customer**"), the wireline products and services (the "**Services**") in accordance with the terms and conditions set forth below.

1.2 The terms and conditions for TELUS services are available at: telusquebec.com/terms

1.3 The parties agree that the Agreement is effective on the date TELUS begins delivering the Services. TELUS will apply the discounts or promotions provided the Customer meets the eligibility criteria.

2 Billing

2.1 In exchange for the Services provided by TELUS, the Customer agrees to pay the agreed upon user fees. All applicable taxes will be added to the amounts due and shall be paid by the Customer to TELUS.

2.2 When paying by credit card, debit card or other method of payment, the Customer expressly authorizes TELUS or its agents to charge all agreed user fees to such card, account or other payment method. If the Customer uses a credit card, a debit card or other method of payment and TELUS does not receive payment from the card issuer, financial institution or their agents or through the other payment method, as the case may be, the Customer agrees to pay all amounts due upon demand by TELUS.

2.3 TELUS may require a security deposit if the Customer: (i) has no credit history with TELUS and refuses to provide satisfactory credit information; (ii) has an unsatisfactory credit rating with TELUS due to recent payment habits regarding TELUS services; (iii) clearly presents an abnormal risk of loss. The Customer's security deposit earns interest at the official Bank Rate of the Bank of Canada increased by 1%. Interest is calculated from the date the Customer provides the deposit until the date TELUS returns this deposit to the Customer. TELUS will notify the Customer in writing when it uses this security deposit, in whole or in part, toward any amount unpaid by the Customer on the due date. TELUS will refund the remaining balance of said deposit, plus interest, after deducting the amount due on the Customer's account.

2.4 The Customer will also be billed an administration fee of \$25 for any cheques returned due to insufficient funds, any pre-authorized payment refused by the Customer's financial institution, or any debit on the Customer's credit card not authorized by the issuing institution.

2.5 The Customer authorizes TELUS to verify the Customer's credit file with the relevant institutions, for any reasonable grounds, before and during the term of the Services, and authorizes financial institutions or other information agencies to disclose information about the Customer's credit file to TELUS at any time. The Customer also authorizes TELUS to enter the credit information so obtained in their customer file.

3 Espace Client

3.1 The Customer is responsible for its online account and for the activities of anyone who uses it. To prevent unauthorized use, the Customer must maintain the confidentiality of the email address, password and answer to the secret question that the Customer uses to access its online account.

3.2 The Customer must assure to download all its invoices before the termination of the Services. Once the Services are terminated, the Espace Client account is also terminated and the Customer will no longer have access to it.

4 Agreement amendments

4.1 TELUS may, from time to time, amend this Agreement, including its essential provisions. In this case, TELUS shall send the Customer, at least 30 days prior to the effective date of the amendment, a written notice, drafted clearly and legibly, either by mail or email (to the email address provided to TELUS, with the understanding that it is incumbent upon the Customer to ensure said email address is up to date), and containing the new clause or the amended clause, and the previous version of the clause, if applicable, as well as the effective date of the amendment. The Customer shall have the right to reject this amendment and to terminate the Agreement without incurring any cost, penalty or cancellation fee, by sending a written notice to this effect to TELUS within 30 days following the effective date of the amendment, if the latter has the effect of increasing the Customer's obligations or reducing the obligations of TELUS.

5 Customer's responsibilities

5.1 Unless stipulated otherwise, this Agreement is for an undetermined period.

5.2 The Services included in this Agreement are strictly for the use of the Customer and people to whom the Customer provides access and shall not be resold or shared without the consent of TELUS.

5.3 The Customer agrees not to use or to allow anyone whomsoever to use the Services abusively or illegally.

5.4 The Customer agrees to make fair and reasonable use of the Services, and consents to TELUS limiting the use of the Services, as needed.

5.5 The Customer is solely responsible for use of the Services, including any fraudulent use of the Services until such time as TELUS is informed. The Customer also agrees to indemnify TELUS for damage of any type arising from inappropriate use of TELUS Services.

5.6 The Customer is fully responsible for ensuring that the Customer's facilities and equipment allow for the adequate use of the Services offered by TELUS. The minimum requirements for use of the Services may be modified from time to time.

5.7 Demarcation point

5.7.1 The Services end at the Customer's Services demarcation point. In the case of fibre optic facilities, the fibre optic terminal is considered the demarcation point. The Customer's inside wiring is not included in the Services. TELUS may bill the Customer for work performed beyond the demarcation point.

5.8 Customer equipment

5.8.1 The Customer may have to add, at the Customer's expense, wiring inside the Customer's home or premises. In addition, the Services must be connected to compatible devices that meet minimum requirements to operate. These devices and the accessories required for the connection must be provided by the Customer and must meet Industry Canada certification standards.

5.9 The Customer is responsible for obtaining all access rights, authorizations and consents from third parties at the Customer's own expense, notably the consent of the Customer's lessor or building owner required by TELUS to install and maintain TELUS Services components. The Customer agrees to indemnify TELUS for any claims related to the installation or maintenance of TELUS Services components. Before entering the premises, TELUS shall obtain the Customer's permission, except in the event of an emergency or if TELUS has obtained a court order. During any installation or maintenance work, the Customer or a person mandated by the latter must remain on site with the authorized TELUS representative.

5.10 Once the Services have been requested, the Customer shall allow TELUS agents and employees to enter the premises where the Services are or will be provided in order to install, inspect, repair and remove the facilities. The Customer agrees to pay any unusual expenses required to extend TELUS's network facilities to the Customer's premises, including the cost of all trenching and backfilling work, poles, conduits and other facilities. TELUS requires to extend its network facilities from the Customer's property line to the point of access to the Services on the Customer's premises, and any expenses incurred to secure rights of way, access and occupancy. The Customer shall supply all facilities and equipment necessary to connect the Customer's facilities and equipment to TELUS's network facilities, including all wiring inside the Customer's premises and all telephone terminal equipment. All facilities and equipment supplied by the Customer must meet the technical standards for certification established by Industry Canada. If the Customer cancels a request for Services after installation work has started, the Customer shall be charged the costs incurred for the installation, including the cost of equipment, materials and supplies specifically provided or used for the installation, the cost of labor, fees for engineering design and supervision, and any other expenses resulting from the installation and removal work.

5.11 TELUS may refuse to provide any of the Services where the provision of such Services would entail unusual expenses that the Customer does not agree to pay or is impractical because TELUS cannot reasonably acquire the equipment, facilities or rights required to extend its network facilities to the Customer's premises. TELUS reserves the right to change its telecommunications network at any time, which may result in changes to the Customer's rates or telephone number. TELUS assumes no liability whatsoever for any claims, damages, losses or expenses arising out of the unavailability or modified availability of the Services in any of the circumstances described in this section.

6 Coverage area transfer

- 6.1** All changes of coverage area must be reported to TELUS and the connection charges in effect shall be billed to the Customer for the change made to the Services.
- 6.2** If the Customer moves from an unregulated area to a regulated area, the provisions of this Agreement no longer apply. In such a case, the General Tariff provisions would apply, subject to service availability.

7 Termination

- 7.1** TELUS may terminate this Agreement without prior notice if the Customer fails to fulfill their obligations herein. If the Customer does not fail to fulfill their obligations, TELUS may nevertheless cancel this Agreement by sending the Customer written notice of cancellation at least 60 days prior to the cancellation date. In such a case, TELUS is entitled to immediately take back any equipment installed at the Customer.
- 7.2** The Customer may terminate this Agreement on written notice to TELUS pursuant to this provision.
- 7.3** In such a case, TELUS may charge the Customer a termination fee.
- 7.4** If an economic benefit was granted by TELUS, the termination fee shall not exceed the amount of the balance of the price of the equipment at the time of termination of the Agreement, less the product obtained by multiplying 1/48 of the balance in question by the number of contract months elapsed in relation to the total contract term. The month begun at the time of termination is considered a full month elapsed.

8 Limitation of liability

- 8.1** Except for property damage caused by gross or willful misconduct on the part of TELUS, or any bodily or psychological harm, TELUS' liability shall be limited to the following amount, whichever is higher: \$20.00 or the value of amounts paid by the Customer to TELUS for the Services that gave rise to the claim within the three months preceding the event giving rise to the claim.
- 8.2** TELUS is not responsible for removing any wiring or wall plates from the Customer's premises or home upon termination of the Service Agreement.

9 No guarantee

- 9.1** The only obligation of TELUS under this Agreement is to take reasonable measures to provide the Customer with the agreed Services. TELUS does not guarantee uninterrupted or trouble-free operation of the Services. If the Customer has an alarm system from a third party, the TELUS Services may interfere with or interrupt such system.
- 9.2** The Services are subject to availability of the appropriate facilities and equipment, and are therefore not available everywhere.
- 9.3** TELUS makes every effort to qualify the local access before the service order is accepted by the Customer. However, if, during installation at the Customer's site, TELUS determines that the local access does not comply with the standards required for the Services, the service order shall be cancelled and the Customer reimbursed for any amount disbursed for the Services.
- 9.4** If the Services deteriorate after installation despite qualification of the local access, TELUS shall determine the cause of such deterioration in order to remedy the situation. If no solution can be implemented, the Customer may terminate this Agreement for the designated site without incurring termination charges.

10 Confidentiality

- 10.1** Unless the Customer provides express consent to the contrary or unless disclosure is required by law, all information TELUS holds on the Customer, excluding the Customer's name, address and listed telephone number, shall be confidential, and TELUS shall not disclose such information to anyone other than: **a)** the Customer; **b)** a person who, in TELUS's reasonable opinion, is seeking to obtain information as a representative of the Customer; **c)** another telecommunications company, provided the information is required for efficient and cost-effective provision of the Services, disclosure is made on a confidential basis, and the information is used solely for this

purpose; **d)** a company involved in supplying the Customer with services in connection with the Services or telephone directory services, provided the information is required for such purpose, the disclosure is made on a confidential basis, and the information is used solely for such purpose; **e)** a TELUS collection agent retained to settle the Customer's account, provided the information is required for and is to be used solely for such purpose; **f)** a public authority or its agent, for emergency public alerting purposes, if a public authority has determined that there is an imminent or unfolding danger that threatens the life, health or security of an individual and that the danger could be avoided or minimized by disclosure of the information; or **g)** an Affiliate involved in supplying the Customer with telecommunications and/or broadcasting services, provided that the information is required for that purpose, disclosure is made on a confidential basis and the information is used strictly for that purpose.

10.2 Express consent may be deemed given by the Customer in the form of: **a)** written consent; **b)** a verbal confirmation check by an independent third party; **c)** an electronic confirmation via a toll-free number; **d)** an electronic confirmation via the Internet; **e)** verbal consent, if an audio recording of the consent was made by the company; **f)** a consent by way of other methods, provided that documented proof is objectively created by the Customer or an independent third party.

10.3 The Customer consents to the disclosure and sharing by TELUS, its affiliates and their agents, of information held concerning the Customer in order to assess the Customer's creditworthiness or to market additional products and services to the Customer. The Customer agrees to allow TELUS to disclose **i)** any Customer's information that its representatives and suppliers require in order to fulfill this Agreement, provided that the disclosure is made on a confidential basis and that the information is used strictly for that purpose; **ii)** any information that becomes public without breach of this Agreement.

11 Late charges

11.1 All bills are due on receipt. Amounts outstanding at the end of the grace period indicated on the bill shall be assessed a late charge of 2% per month (26.82% per year), calculated from the billing date of said amounts, and must be paid in addition to all other amounts owing TELUS. Customers must allow sufficient time for their payment to reach TELUS before the date stated on the bill. It often takes seven business days to receive payments sent by mail and three business days for payments made at a financial institution.

12 Assignment

12.1 The Customer shall not assign, transfer or dispose of this Agreement, in whole or in part, without TELUS's prior written consent.

13 Force majeure

13.1 TELUS shall not be liable for any failure or delay in performing its obligations hereunder if such failure or delay is directly or indirectly attributable to one of the following causes: **a)** fire, flood, earthquake, natural disaster or epidemic; **b)** riots, terrorism, civil disorder, rebellion or revolution; **c)** labour conflicts; **d)** any other causes reasonably beyond the control of TELUS; and shall be relieved from performing its obligations thus affected for the entire duration of the force majeure and for as long as TELUS is unable to resume performance of its obligations notwithstanding its reasonable efforts in this regard.

14 Applicable laws

14.1 TELUS is a company subject to federal legislation. Any issue regarding the validity, interpretation, application or execution of this Agreement shall be governed by applicable Canadian laws and regulations, and by applicable provincial laws and regulations.

14.2 Throughout the term of this Agreement, any decision, notice or other order from the CRTC or any other competent regulatory body shall apply to the extent provided, notwithstanding the provisions of this Agreement, including any decision, notice or other order that could lead to price changes.

Specific terms and conditions applicable to TELUS wired products and services

Updated: November 2018

1 Local unregulated telephone service and associated telecommunications services

1.1 To determine whether the Customer's local telephone service is regulated, please consult telusquebec.com/forbearance (the "Service Web site") or call 310-1212.

1.2 TELUS will allow the Customer to make telephone calls from a telephone connected at the Customer's premises to the TELUS wireline telecommunications network, to telephone numbers assigned to the same local calling area and, for additional long distance charges, to telephone numbers outside the local calling area. TELUS may modify the extent of local calling areas from time to time, without notice and with immediate effect. Long distance calling is subject to separate and additional terms of service. The length of long distance calls is rounded up to the nearest minute. The Customer can review the basic long distance rates currently in effect at the following address: www.telus.com/fr/telephonie The Services also include call management services and other value-added features available at an additional cost and billed either monthly or on a per-use basis, such as voicemail, call display, last number callback, number blocking, call forwarding and conference calling. Additional charges may also apply for assistance provided by TELUS in the use of the Services, such as directory information or collect calling, for government required services such as message relay service or 911 emergency service, and for tolled services including calls to 900 or 976 exchange telephone numbers.

1.3 The Customer does not own or have any property rights in any telephone number assigned by TELUS in connection with the Services. TELUS reserves the right to change such telephone number during the term of the Agreement, where TELUS reasonably determines that such change is necessary. TELUS shall not be liable for any damages resulting from changes to telephone numbers.

1.4 The Services include the publication of the Customer's telephone number in the telephone directories distributed by TELUS. Customers may have their telephone number removed from these directories for an additional charge. Premium directory listings using bolding, framing and other typographical devices designed to draw attention to the listing, are made available by TELUS for an additional charge. TELUS will provide the Customer, at no charge and each time TELUS publishes and delivers telephone directories in the Customer's calling area, one copy of the residential and business directories. The Customer may order additional copies by paying the applicable charges, including handling and shipping. The Customer may not publish or reproduce in any form, the contents of the TELUS directories. TELUS's sole liability for errors in the publication of the Customer's directory listing, whether residential or business, including failure to publish the listing or publication of a blocked telephone number, is to correct the listing for the next edition of the directory, and to reimburse any additional charges paid by the Customer for the service concerned.

1.5 The Customer is responsible for all charges billed by TELUS for calls made from any of the Customer's telephones, including calls made from any telephone terminal equipment providing access to the Services, and all collect calls accepted at such telephone terminal equipment, regardless of who made or accepted them. The Customer may dispute charges for calls the Customer does not believe originated or were accepted at the Customer's telephone. The dispute procedure found at the beginning of the telephone directory must be used.

1.6 The Customer may not use the Services or permit any other person to use the Services for any illegal purpose or to make annoying or offensive calls. The Customer may not, directly or indirectly, charge any person for the use of the Services, or re-arrange, disconnect, remove, repair or otherwise interfere with any TELUS facilities or equipment. The Customer may not use the Services in any way that interferes with the ability of other customers to use services provided by TELUS. TELUS may, at any time, limit the use of any Services in order to prevent such interference. TELUS may require the Customer to change or disconnect any of the facilities or equipment at the Customer's premises providing access to the Services if they interfere in any way with the Services or operation of TELUS's facilities or equipment.

1.7 The Services are provided to the Customer subject to payment of all applicable rates and any additional charges due when the Services are requested or otherwise in accordance with these service terms and conditions, including installation and activation fees, plus all applicable taxes. Additional charges hereby authorized may be charged on a onetime, monthly or per-use basis. The Customer has the option of blocking access to all collect long distance calls, **900/976** and other pay-per-use calls, or usage-based calling features, for an additional charge, when permitted. Provided no fraud has been committed by the Customer, the Customer shall pay the unbilled or

under-billed portion of a charge only if TELUS bills the charge within one year from the date it was incurred. Under such circumstances, TELUS will charge interest on the amount of the unbilled or under-billed charge owing only as of the date the correction is made.

2 Overseas long-distance services

2.1 To qualify for a reduced rate on overseas long-distance services, the Customer must have a long-distance plan (covering Quebec, Canada, or Canada and the U.S.). Overseas long-distance rates may vary. To find out these rates, the Customer can contact Customer Service at **310-1212** or visit telusquebec.com/prixinterurbain.

3 Toll-free long-distance services (1-800)

3.1 For each direct-dialled outgoing long-distance call within North America, or for each toll-free call within North America, TELUS will charge a minimum of thirty (30) seconds, and after the first thirty (30) seconds, the call will be billed in 6-second increments. For calls lasting one minute or less, the call will be billed at the greater of i) half the usual per-minute rate, rounded to the nearest cent, or ii) one (1) cent. TELUS charges for international calls according to the overseas long-distance rate schedule in effect. Toll-free calls are provided on a switched basis, and may be directed to one or more PSTN numbers in Canada and the United States. A toll-free number set up to reach the United States must also be set up to reach Canada. Toll-free calls for which the endpoint is in the United States will appear on the same bill as toll-free calls for which the endpoint is in Canada. The bill for a toll-free number set up to reach the United States must be sent to an address in Canada. The Customer undertakes to sign any additional document required by a third party which may be necessary to allow TELUS to provide long-distance services.

4 Internet

4.1 TELUS grants the Customer a non-exclusive, non-transferable licence to use the software required to install Internet service on a single computer or any other number of computers to which TELUS has agreed in writing.

4.2 The Customer is responsible for installing the software required to receive any of the TELUS Internet services.

4.3 When installing the Internet Turbo GT service, the Customer is responsible for configuring the telephone communication software to avoid long-distance charges that could be incurred due to an incorrect configuration.

4.4 The TELUS residential Internet service provides download speeds up to the maximum allowed by the Customer's type of connection. Although TELUS undertakes to spare no reasonable effort to provide the Customer with maximum speed, TELUS cannot guarantee that the maximum possible connection speed will be available at all times and in all places.

4.5 The maximum speed of Internet access may vary depending on the technology in use, location, network congestion, use of services within the home and number of users. Other factors, such as weather conditions, can affect the speeds recorded.

4.6 The Customer agrees not to use the TELUS Internet access service to disseminate data from any type of server (e.g. FTP, Web, e-mail or other) over the Internet, unless TELUS has already agreed to provide such service for compensation.

4.7 The Customer agrees to respect the usage limits of their Internet plan. All overages will be billed according to the rates in effect. The usage limits of the Internet plans and applicable rates are available at telusquebec.com/fr/internet/residentiel. MOBILE APPLICATIONS USE THE CUSTOMER'S INTERNET PLAN DATA AND DATA USAGE FEES MAY APPLY IN THE EVENT OF DATA OVERAGES.

4.8 The Customer agrees that the TELUS Internet service and its so-called unlimited use only refer to usage time and is based on intermittent service. Notwithstanding any provisions to the contrary, TELUS reserves the right to impose certain conditions and reasonable limitations on the use of any Internet service by TELUS customers, including the total number of gigabytes billed per month in uploads and downloads.

4.9 The Customer is responsible for accessing the Internet using a username and password and for keeping this information confidential. Simultaneous connections using the same username and password are prohibited.

Any violation of this provision constitutes a breach and will result in additional charges, which charges will be communicated to the Customer on request.

4.10 TELUS provides no guarantee with respect to the security of the Customer's network connected to the Internet. The Customer is solely responsible for taking all reasonable security measures to protect its data and network, including anything related to MATERIAL HARM RESULTING FROM A CHANGE IN SOFTWARE CONFIGURATION, A COMPUTER VIRUS, CONTENT, USAGE, VALIDITY OR QUALITY OF THE TELUS INTERNET SERVICES PROVIDED OVER THE INTERNET, LOSS OR DESTRUCTION OF DATA DUE TO INTRUSION OR UNAUTHORIZED INTERCEPTION OF COMMUNICATIONS.

4.11 The Customer is responsible for complying with all applicable legislation, including copyright laws, when browsing on the Internet. The Customer must, in particular: - refrain from using the Internet service inappropriately or without authorization; - refrain from using the Internet service in such a manner as to restrict, prevent, interfere, degrade or undermine TELUS's ability to provide the service. The Customer may consult the TELUS Acceptable Use Policy online: telusquebec.com/politiqueinternet.

4.12 The Customer expressly acknowledges that TELUS's obligation with respect to the TELUS Internet service is limited to providing access. If necessary, the Customer shall obtain the communication link required to access the Internet. Furthermore, the Customer must provide a computer system that meets the minimum requirements to use the TELUS Internet service, as well as any other necessary hardware not provided by TELUS.

4.13 Given the many types of telephones on the market, TELUS cannot be held liable if the filters supplied do not totally eliminate noise on certain devices.

4.14 The IP numbers registered and assigned by TELUS are the property of TELUS and their use by the Customer is authorized solely during the term of this Agreement. The right to use a TELUS IP number expires when the TELUS Internet service ends.

5 OPTIK TV

5.1 TELUS grants the Customer a limited, non-exclusive, non-transferable and revocable right to receive OPTIK TV service, provided the Customer complies with the terms and conditions stipulated herein.

5.2 OPTIK TV service is subject to the rules and charges imposed by the CRTC in respect of Canadian content and to any requirement imposed on content providers.

5.3 The content, notably, the images, music, sound, photographs, graphics, text, software, or other material accessed through the OPTIK TV service is protected by applicable copyrights, trademarks, patents, trade secrets and/or other proprietary rights and laws. Except where expressly stated otherwise herein, all the content provided by the OPTIK TV service, as well as the programs, services, processes, designs, technologies, documents and all other items comprising the OPTIK TV service, are the property of TELUS, its suppliers or its licensors and are protected by applicable copyrights, trademarks, patents, trade secrets and/or other proprietary rights and laws.

5.4 It is understood that the programming content in the OPTIK TV digital essentials is partially regulated by the CRTC and may change following CRTC decisions. TELUS posts its digital essentials programming content on its Web site. The Customer may change the programming once a month at no charge; any additional request in a given 30-day period will be invoiced.

5.5 Certain TV programs or channels may be blacked out from time to time in some local viewing areas due to restrictions imposed by content providers or for other reasons. In some instances, TELUS may substitute alternative programming to replace the blacked-out programming.

5.6 Some of the programming content, information and material available through OPTIK TV may be deemed offensive or objectionable. TELUS recommends that minors using OPTIK TV be supervised by an adult. TELUS shall not be held liable for any harm or damage suffered by the Customer as a result of offensive or objectionable content.

5.7 TELUS does not guarantee that the OPTIK TV service will operate with all equipment or software including, without limitation, all television sets, Internet access or home networking equipment, remote controls, home theatre components or other audiovisual equipment.

5.8 The Customer must provide a suitable location for the installation of the TELUS set-top box within two metres of the Customer's television set and other audiovisual components (as specified by TELUS). For the installation of the TELUS wireless set-top box, the Customer must also provide a suitable location close to the

Customer's wireless router so that it can be connected by cable to the TELUS wireless access point. Adequate wireless signal strength is required to use TELUS wireless set-top box. Wireless signal range may vary and can be affected by interference from other electronic devices and materials used in the construction of the Customer's premises or home. The TELUS wireless set-top box must not be left outside the premises or home after use. TELUS equipment must be protected from water. TELUS equipment must be installed in a well-ventilated location where an electrical outlet is available and which is covered against damage, theft or loss.

5.9 Additional charges shall apply when TELUS installs special equipment or wiring, incurs an unusual expense to establish the OPTIK TV service at the address where the service was installed, or moves, changes, rearranges or reinstalls the OPTIK TV service or the OPTIK TV set-top box due to modifications made by the Customer.

5.10 TELUS shall not be liable for a) any damage to or loss of the Customer's property arising from the installation, operation, maintenance or removal of OPTIK TV service or the OPTIK TV set-top box, or from other services provided at the Customer premises; b) lost wages or missed work, in the event that an installation or maintenance appointment for the OPTIK TV service is missed, either by TELUS or by any third party installer and c) the installation, operation, maintenance or support of any equipment or software owned or used by the Customer, including without limitation any equipment or software used in connection with the OPTIK TV service.

5.11 The Customer agrees never to attempt to:

5.11.1 circumvent any OPTIK TV programming blackouts or portions thereof or access any OPTIK TV programming or portions thereof without registering for the OPTIK TV service and without paying TELUS the applicable fees and charges;

5.11.2 tamper with or modify the OPTIK TV set-top box or any other piece of OPTIK TV equipment to avoid payment of fees or charges or for any other purpose;

5.11.3 use the OPTIK TV service from a location other than the delivery address;

5.11.4 resell, distribute, redistribute, publicly display or perform, publish, broadcast, or re-broadcast any portion of, use of or access to the OPTIK TV service;

5.11.5 share the Customer's usernames or passwords for the OPTIK TV service or any portion of, use of or access to the OPTIK TV service with anyone except members of Customer's private residence or persons who work at the address where the service was installed and whom the Customer has authorized to use the OPTIK TV service;

5.11.6 exploit or use any portion of the Services for any commercial purpose with the exception of business customers who have permission to use the OPTIK TV service;

5.11.7 use the OPTIK TV service to create or compile a content collection, database or directory;

5.11.8 circumvent, reverse engineer, decrypt, alter, modify or interfere with any aspect of the OPTIK TV service;

5.11.9 export equipment, software or data related to the OPTIK TV service outside of Canada or the United States in contravention of applicable export control legislation;

5.11.10 post, upload, reproduce, distribute or otherwise transmit information or materials related to the content of OPTIK TV service where such activity gives rise to civil liability, otherwise violates the rights of TELUS or any third party or constitutes a criminal offence;

5.11.11 engage in any activity that: i) disrupts or threatens the integrity, operation or security of the OPTIK TV service or any TV or Internet system, ii) elicits complaints from other users of OPTIK TV or other TELUS services, or third-party services, iii) contravenes any law or regulation or iv) is otherwise objectionable in the sole judgment of TELUS;

5.11.12 use or register TELUS's trade-marks, trade names, trade dress, or logos, including without limitation any such trade-marks, trade names, trade dress, or logos displayed on any TV channels or Web site(s) operated by TELUS, without TELUS's express prior written permission;

5.11.13 use high-speed Internet access allowing the supply of the OPTIK TV service for purposes other than the supply of the OPTIK TV service, particularly to scan or probe another computer system,

obstruct or bypass computer or network identification procedures, or engage in unauthorized computer or network trespass; and

5.11.14 allow, assist or encourage any other person or entity to engage in any of the preceding activities.

5.12 If at any time the Customer becomes aware of any violation of the preceding rules, the Customer agrees to immediately notify TELUS and provide any assistance, as requested, to stop and/or remedy such violation.

5.13 The leased set-top boxes are chosen by TELUS.

5.14 The content order with unlimited viewing on My OPTIK Collection will be available as long as the Customer keep it OPTIK TV service with TELUS and that TELUS keeps the right to provide such content.

6 Equipment leasing

6.1 The Customer has no right of ownership in the leased equipment.

6.2 TELUS assumes the risk of loss or deterioration of the equipment contemplated herein due to a case of force majeure unless the Customer holds the property without right or, as the case may be, TELUS has transferred ownership of the property to the Customer.

6.3 Prior to entering into this Agreement, TELUS will require the Customer to take out insurance for the term of the Agreement against theft, loss, damage or alteration to the leased equipment.

6.4 The Customer may fulfill this requirement by:

6.4.1 taking out an insurance policy with an insurer suggested by TELUS;

6.4.2 taking out an insurance policy providing an insurance coverage equivalent to that requested by TELUS with an insurer chosen by the Customer;

6.4.3 by way of insurance coverage the Customer already holds.

6.5 The Customer undertakes to use the leased equipment, as the case may be, with care, prudence and diligence, to maintain same in good running order, to use it solely for the purposes it was leased, and to abstain from submitting it to any modification or alteration. The Customer shall notify TELUS of any change in the location of the leased equipment. In case of defects in the leased equipment, only TELUS and its agents are authorized to make the repairs. If it becomes aware of a defect in the leased equipment, the Customer shall promptly notify TELUS.

6.6 The Customer agrees to give free access, reasonably and during business hours, to authorized TELUS representatives to install, inspect, repair or maintain the leased equipment. During the installation or maintenance work, the Customer or a person mandated by the latter must remain on site with the authorized TELUS representative.

6.7 If the Customer does not use the leased equipment as stipulated in this Agreement, TELUS may repossess the leased equipment.

6.8 The Customer may, at any time, during the term of the lease, return the leased equipment to TELUS.

6.9 Once the Customer returns the leased equipment to TELUS, the Agreement is immediately terminated.

6.10 The Customer shall be liable for any loss of or damage or alteration to the leased equipment during the contract term with the exception of loss, damage or alteration caused by a case of force majeure. If the leased equipment is lost, damaged or altered, the Customer agrees to pay TELUS the replacement value, or as the case may be, the costs of any repairs deemed necessary by TELUS in order to restore the leased equipment to its proper operating condition, except as regards normal wear and tear. For the purposes hereof, the parties agree that the replacement value of the leased equipment is appears in Appendix A hereto or in the detailed service agreement (i.e. the letter sent to the Customer listing all their services with TELUS and referencing these terms).

6.11 At the end of the lease, the Customer shall return the leased equipment to TELUS, at the address indicated on the TELUS Web site, within 14 days. Failure to do so shall result in the Customer having to pay TELUS the replacement value of the leased equipment set out in Appendix A hereto or in the detailed service agreement (i.e. the letter sent to the Customer listing all their services with TELUS and referencing to these terms).

7 Sale of equipment

7.1 Subject to credit approval, the Customer may, at the Customer's discretion:

7.1.1 pay the sale price in full, plus delivery charges and applicable taxes, in one payment charged to the Customer's TELUS account;

7.1.2 pay all delivery charges and applicable taxes on the first billing and pay the sale price in equal monthly instalments, for the term agreed with TELUS, on the Customer's TELUS account. The first and last payments are subject to adjustments.

7.2 The equipment will be delivered by courier. The signature of the Customer or authorized representative is required as an acknowledgement of receipt.

7.3 The Customer may cancel the equipment purchase contract without penalty or charges within 30 business days of the purchase. Initial shipping charges are not refundable.

7.4 To obtain a refund, the Customer must meet the following conditions:

7.4.1 Call **310-1212** within five business days of the delivery date to inform TELUS that the equipment will be returned and obtain TELUS's authorization and the self-addressed pre-paid pouch required for the return;

7.4.2 the returned equipment must still look "new";

7.4.3 the equipment must be returned in its original packaging;

7.4.4 the equipment must be returned with all its components and accessories within ten (10) business days of the receipt of the self-addressed pre-paid pouch required for the return.

7.5 TELUS grants the manufacturer's warranty to the Customer under the following conditions:

7.5.1 the warranty period is calculated from the equipment purchase date;

7.5.2 the term of the warranty is twelve (12) months unless otherwise specified by TELUS to the Customer.

7.6 The manufacturer's warranty is not transferable.

7.7 TELUS's address for the purpose of the warranty is 281 René-Lepage, Rimouski, Quebec G5L 7E4.

7.8 The following are not under warranty:

7.8.1 batteries;

7.8.2 discoloration or any other aesthetic damage that does not affect the operation of the equipment or its components;

7.8.3 damage attributable to improper use, abuse, an accident or a history of many repairs at TELUS's reasonable discretion;

7.8.4 damage resulting from repairs or attempted repairs by someone other than the manufacturer or authorized TELUS personnel.

7.9 If a defect is discovered during the warranty period, TELUS will replace the equipment with an identical or equivalent new or reconditioned model at no charge to the Customer. In such a case, the Customer must return

the defective equipment and its components, following the instructions received during the call to the repair centre or any other instructions posted on the TELUS Web site.

7.10 When the Customer chooses to pay the sale price in equal monthly instalments, the following constitute causes for forfeiture of the right to pay by such instalment:

7.10.1 if the Customer does not respect the obligations pursuant hereto, notably the obligation to pay the agreed instalments;

7.10.2 if the Customer becomes insolvent or declares bankruptcy or makes an arrangement with creditors with a view to liquidating the Customer's assets;

7.10.3 if the Customer dies;

7.10.4 if the Customer moves and changes their service coverage area and TELUS does not offer any service on the Customer's new premises;

7.10.5 if the equipment is heavily damaged, destroyed or stolen;

7.10.6 if the Customer sells the equipment to a third party.

7.11 If one of the preceding causes for forfeiture of the right to pay by instalment occurs, TELUS may require the Customer to immediately pay the balance of the equipment sale price.

7.12 Before availing itself of this clause, TELUS shall send the Customer a written notice and statement of account. Within 30 days of receiving said notice and statement of account, the Customer may:

7.12.1 remedy the default situation; or

7.12.2 submit a motion to the court to have the contract payment terms and conditions amended; or

7.12.3 seek permission from the court to return the equipment contemplated by the Agreement.

7.13 If the equipment is returned to TELUS with the permission of the court, the Customer's obligation under this Agreement shall come to an end and TELUS shall then be under no obligation to reimburse the Customer for payments received to date.

8 Extended warranty

8.1 The extended warranty is for **12** months, depending on the equipment.

8.2 The extended warranty becomes effective when the manufacturer's warranty expires, usually one year after the purchase date;

8.3 No replacement will be made if a key part is missing or damaged. If applicable, TELUS reserves the right to charge for the replaced device.

8.4 Once the manufacturer's warranty expires, and subject to certain conditions, the extended warranty will cover all manufacturing defects or any equipment breakdown, i.e.:

8.4.1 troubleshooting and replacement with new equipment;

8.4.2 return transportation for the replaced equipment.

8.5 Items not covered:

8.5.1 Theft or loss of the equipment or its components;

8.5.2 Discoloration or any other aesthetic damage that does not affect the operation of the equipment or its components;

- 8.5.3 Damage caused by negligence, inappropriate use, voltage surges, battery leaks, faulty installation, defect, contact with water, sand or dust, deliberate damage or vandalism, or a history of too many replacements, at TELUS's reasonable discretion;
 - 8.5.4 Batteries, accessories or any defects or damage to the equipment or its components by items such as external connections, battery chargers, decorative parts, jacks, headphones (excluding display modules, cords or antennas) and equipment for people with hearing or physical disabilities;
 - 8.5.5 Telephones not purchased from TELUS or its authorized representatives;
 - 8.5.6 Telephones with previously reported problems or manufacturing defects;
 - 8.5.7 Repairs or attempted repairs by someone other than the manufacturer.
- 8.6 Replacement charges apply if the replacement stems from one of the aforementioned items not covered.

9 Cabling service

- 9.1 Cabling service is offered to TELUS Customers if their site is equipped with a jack-ended demarcation device installed by TELUS.
- 9.2 The jack-ended demarcation device must always be accessible to ensure it can be diagnosed.
- 9.3 If necessary, the Customer agrees to test the operation of two telephone jacks using two different telephones.
- 9.4 Cabling services are provided by TELUS and its authorized representatives during normal business hours.
- 9.5 Labour and equipment costs are covered for items covered by the cabling service.
- 9.6 The following items are covered by the cabling service:
 - 9.6.1 Normal maintenance and accidental breakage of cable inside the premises or residence;
 - 9.6.2 Troubleshooting and repairs to defective interior telephone jacks and cabling due to normal wear and tear or accidental breakage if the telephone is connected to the TELUS network from the demarcation point;
 - 9.6.3 Troubleshooting and locating faults caused by terminal equipment (telephone device, fax, modem, etc.).
- 9.7 The following items are not covered by the cabling service:
 - 9.7.1 Deliberate damage or damage caused by negligence, vandalism or deliberate cutting of the cables;
 - 9.7.2 Repairs or attempted repairs by someone other than the manufacturer or authorized TELUS personnel;
 - 9.7.3 Repairs or replacements of jacks or interior cabling with a faulty connection to the telephone network or non-compliant with electrical codes or applicable standards and rules;
 - 9.7.4 Repairs or replacements of exterior jacks or cabling (e.g. outdoor jack on a patio, overhead or underground cabling) linked to the premises or residence or linking joined or separate structures on the same premises;
 - 9.7.5 Repairs or replacements of interior cabling or jacks made impossible due to lack of access to the premises;
 - 9.7.6 Repairs or replacements of cabling or jacks on campers, trailers, boats, docks or marinas;

- 9.7.7 Repair or replacement of terminal equipment (telephone device, fax, modem, etc.);
- 9.7.8 New installations, rearrangements, design and addition of supplies, jacks and extra cabling;
- 9.7.9 Items reasonably deemed by TELUS to be excluded due to a history of repeated previous repairs.

9.8 Charges for the visit and repair will be billed based on current labour and material prices if:

- 9.8.1 A technician visit is required for an equipment problem not covered by this service;
- 9.8.2 The defect is related to any other item not listed above.

10 Technical support

10.1 TELUS offers the Customer personalized telephone support concerning the installation, configuration and usage of the equipment and software associated with the Customer's TELUS Internet service.

10.2 Technical support is not provided for all Internet products, software and functions. The Technical Support department is not responsible for resolving problems pertaining to operating systems. Customers are solely responsible for updating their operating system, software and peripherals.

10.3 Technical support is provided by TELUS and its authorized representatives during TELUS' regular business hours.

10.4 The Technical Support service is not a training service.

10.5 To benefit from this service, the Customer must be a TELUS Internet subscriber.

10.6 The Customer must have all of the authorizations and licences for the operating systems, software and peripherals for which technical support is requested.

10.7 TELUS provides a seven-day warranty on all technical support provided to the Customer.

10.8 Information provided by the Customer may be stored electronically on a server outside of Canada. The information will be protected with appropriate security safeguards, but may be subject to access under the laws of the foreign jurisdiction.

11 SmartHome

11.1 Equipment

11.1.1 Except for smoke detectors, TELUS remains the owner of all equipment required to deliver the security services. This equipment will be loaned to the Customer, who is responsible for its maintenance. The Customer owns the smoke detector, and TELUS accepts no liability in respect thereof, including the duration of its useful life.

11.1.2 On termination of the Agreement, TELUS will bill the full value of all unreturned equipment as per the values in Appendix A or in the detailed service agreement (i.e. the letter sent to the Customer listing all their services with TELUS and referencing these terms).

11.1.3 TELUS does not guarantee that its equipment will operate with equipment from other vendors or sources.

11.1.4 TELUS is not responsible for the maintenance or repair of Customer-owned equipment.

11.1.5 Some equipment is battery operated and is not connected to an electrical system. The Customer is responsible for regularly checking that their equipment is operating properly and for changing the batteries when needed.

11.1.6 The Customer shall use the security services only for the purposes for which they are intended. The Customer shall not modify the security services or connect them to any other equipment than that provided by TELUS.

11.1.7 In the event of breakage or malfunction, only TELUS is authorized to repair or perform maintenance on its equipment.

11.2 Limitation of liability

11.2.1 TELUS shall not be liable for any defect, maintenance problem, delay, failure or connection interruption that could affect or prevent alarms from ringing or being transmitted. Without limiting the generality of this section and section 8 of the General Terms and Conditions, TELUS is not liable for (i) the consequences of natural catastrophes; (ii) false alarms or charges any government authority or third party (including security firm) may impose relating to false alarms or the security services more generally; (iii) any damage caused by forced entry into the Customer's premises if the Customer is not present. The Customer acknowledges and accepts that certain equipment may not operate during a power outage or interruption of Internet or mobility services.

11.2.2 The Customer releases TELUS from any and all liability for any loss or damage that may arise from the use or malfunction of the security services. The Customer acknowledges that TELUS is not an insurer and that the protection provided by the security services is limited in scope.

11.2.3 TELUS does not guarantee that the security services will make the Customer's facilities compliant with municipal regulations, the National Fire Code, the Safety Code, or any other applicable legislation. The Customer is responsible for ensuring that its facilities comply with applicable legislation.

11.2.4 TELUS may use one or more subcontractors, vendors or licensors to provide installation, repair, monitoring, communications, signal transmission services (including cellular transmission, Internet and/or VoIP services) or other services. To the extent permitted by law, the limitations of liability set forth in this Agreement shall apply to the work, products or services that TELUS' subcontractors, vendors and licensors provide, and shall apply to them and protect such subcontractors, vendors and licensors in the same manner as it applies to and protects TELUS.

11.3 Permit

11.3.1 If a permit or authorization (a "Permit") is required to install the security services, the Customer is responsible for knowing about the requirement and obtaining the necessary authorizations prior to installation. TELUS is not responsible for verifying whether such Permits have been obtained. The Customer shall pay the cost of such Permit(s) prior to installation of the security services.

Appendix A

Compensation in the event of loss, theft, breakage, destruction or non-return of equipment. Equipment Amount payable* (\$)

Wireless modem/router \$99.95

Modem/Router \$99.95

OPTIK TV – HD PVR Anywhere \$249.95

OPTIK TV – HD Set-top box \$149.95

OPTIK TV – HD Wireless set-top box \$149.95

OPTIK TV – Wireless access point \$99.95

OPTIK TV – Remote control \$24.95 *Plus applicable taxes

Demarcation point \$49.95 Fibre optic terminal \$99.95 *Plus applicable taxes