



# General Terms and Conditions for TELUS Products and Services

Updated: **December 2020**

## 1. Subject

- 1.1. TELUS Communications Inc. (“**TELUS**”) agrees to provide the customer (the “**Customer**”) the products and services (the “**Services**”) in accordance with the terms and conditions (the “**Terms**”) set hereunder. These Terms form an integral part of your Customer Service Agreement (the “**Agreement**”).
- 1.2. The Terms are also available at: <https://www.telus.com/terms>
- 1.3. If the Services are regulated, the TELUS General Tariff provisions will also apply and take precedence over the Agreement.
- 1.4. The Services may also include related services, features or functionalities provided to you through various means, including without limitation, online and through softwares or mobile applications.

## 2. Billing

- 2.1. In exchange for the Services provided by TELUS, the Customer agrees to pay the agreed monthly and usage fees. The Customer must also pay all service fees and equipment purchase price indicated in the Agreement. All applicable taxes will be added to the amounts due and shall be paid by the Customer to TELUS.
- 2.2. TELUS will apply the discounts or promotions as long as the Customer meets the eligibility criteria.
- 2.3. When paying by credit card, debit card or other method of payment, the Customer expressly authorizes TELUS or its agents to charge all agreed fees to such card, account or other payment method. If the Customer uses a credit card, 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 request by TELUS.
- 2.4. This Agreement is conditional upon the Customer's credit approval.
- 2.5. 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.
- 2.6. The Customer's security deposit earns interest at the official bank rate 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. Following six (6) consecutive payments of the total monthly balance, TELUS will refund the remaining balance of said deposit, plus interest, after deducting the amount due on the Customer's account.
- 2.7. The Customer authorizes TELUS to verify the Customer's credit file with the relevant institutions, for any reasonable grounds, before and during the duration 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 its Customer file.
- 2.8. TELUS offers access and subscription to third-party services and offers the ability to pay for these services as part of your monthly service fees. These can be managed in the same way as channels and packages. If you elect to subscribe to a third party's service through TELUS and further decide to no longer be a TELUS Customer, your subscription for this third party's service will remain, but, you will be responsible for settling a new payment method directly with this third party. Should you wish to cancel this service, you will be solely responsible for managing the cancellation with the third party.

## 3. Customer portal

- 3.1. The Customer is responsible for its online accounts and for the activities of anyone who uses such accounts. To prevent unauthorized use, the Customer shall maintain the confidentiality of the email address and password that it uses to access its online accounts and applications.
- 3.2. The Customer must download all its invoices before termination of the Services. Once the Services are terminated, the customer portal account will be closed and the Customer will no longer have access.

#### **4. Amendments to the Agreement**

In case of Open-ended Agreements, TELUS may, from time to time, amend this Agreement, including its essential provisions. In such a case, TELUS will send the Customer at least thirty **(30)** days before the amendment comes into force, a written notice drawn up clearly and legibly, either by mail or email (to the email address provided to TELUS, with the understanding that the Customer is responsible for ensuring the email address is up to date) setting out the new clause, or the amended clause, and the clause as it read formerly as well as the effective date of the amendment. The Customer will have the right to refuse the amendment and terminate the Agreement without incurring any cost, penalty or cancellation charges, by sending a written notice to this effect to TELUS no later than thirty **(30)** days following the effective date of the amendment, if the latter has the effect of increasing the Customer's obligations or reducing TELUS's obligations. The preceding section also applies to amendments concerning Internet service. However, in such a case, the notice of amendment shall be sent sixty **(60)** days before the effective date of the amendment.

If the Customer has a fixed-term Contract, TELUS will not amend its essential provisions during the full term of the Agreement without the Customer's consent.

#### **5. Customer's Obligations**

- 5.1. The Agreement may be Open-ended or fixed-term, depending on the Product or Service chosen by the Customer.
- 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 shall use the Services (including any equipment leased or provided) in accordance with applicable laws, policies, and instructions provided by TELUS.
- 5.4. The Customer agrees to make fair and reasonable use of the Services.
- 5.5. The Customer shall not relocate, disconnect, remove, repair or disrupt any equipment or facilities belonging to TELUS or other customers without the consent of TELUS. TELUS may, at any time, limit the use of the Services to prevent such disruption and may require the Customer to change or disconnect any facilities or equipment.
- 5.6. The Customer shall be responsible for use of the Services, including any fraudulent use thereof until such time as TELUS is informed.
- 5.7. TELUS Services will change over time and the Customer must have compatible, up-to-date facilities and equipment to be able to use them.
- 5.8. The Customer is responsible for the wiring inside its home or building.
- 5.9. The Customer shall obtain and bear the cost of all access rights, authorizations and consents from third parties, including the consent of the landlord or owner of the building, to make any installation and/or maintain the components of the Services. The Customer shall give TELUS or its representatives access to the premises in order to install or repair the Services. A person must be present at all times during the installation or maintenance of the components of the Services.
- 5.10. Services offered where the technology is available. Installation of the Services assume that TELUS network can serve the Customer's address. The cost of additional work will be billed to Customer. If the Customer cancels a request for Services after the start of installation, the Customer shall pay TELUS all costs incurred for the installation prior to the cancellation date.
- 5.11. TELUS may terminate the Agreement if the installation of a Service does not meet the standards established by TELUS for this Service or entails unusual expenses.
- 5.12. If the Customer transfers services to TELUS, the Customer must terminate the services with the former supplier and, if applicable, return all equipment.

#### **6. Move**

If the Customer moves, the Customer shall terminate its Agreement and enter into a new one with TELUS for the new service address, if TELUS Services are available at the new address.

#### **7. Loaned or Leased Equipment**

- 7.1. If the Services include loaned or leased equipment, TELUS shall remain the owner thereof. Unless otherwise specified in the Agreement, the equipment is selected by TELUS and may be new or reconditioned.
- 7.2. If the equipment breaks, TELUS will repair or replace it provided the breakage is due to normal use. In case of equipment defects, only TELUS and its agents are authorized to make the repairs. In the event of a break resulting from a case of force majeure or caused by a third party, the repair or replacement (based on current time and material costs) shall be at the Customer's expense. TELUS may ask the Customer to send the equipment to TELUS for repair.
- 7.3. The Customer should have insurance covering damages to the equipment.

7.4. On termination of the Agreement, the Customer shall return the equipment to TELUS at the address indicated on the TELUS website within fourteen **(14)** days, failing which TELUS will invoice the Customer, which agrees to pay, the replacement value of the equipment. If the equipment is not mentioned in **Appendix A**, the replacement value will be the market value of a similar product.

## 8. Sale of Equipment

8.1. The equipment will be delivered by courier.

8.2. The conditions for returning the equipment purchased from TELUS are as follows:

8.2.1. Call **1-866-967-0626** within five **(5)** 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;

8.2.2. The returned equipment must still look "new";

8.2.3. The equipment must be returned in its original packaging with all its components and accessories;

8.2.4. The equipment must be returned within fourteen **(14)** business days of receiving the self-addressed pre-paid pouch for the return;

8.2.5. However, the Customer shall pay any initial delivery charges.

8.3. The only equipment warranties offered by TELUS are those offered by the manufacturer and delivered with the equipment. Usually:

8.3.1. The warranty period is calculated from the equipment purchase date;

8.3.2. The warranty period is twelve **(12)** months.

8.4. Not under warranty:

8.4.1. Damage caused by batteries or power surges, and defects caused by contact with water, sand or dust;

8.4.2. Theft or loss of the equipment or its components;

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

8.4.4. Damage caused by improper installation, misuse, abuse or accident;

8.4.5. Deliberate damage or vandalism;

8.4.6. Damage resulting from repairs or attempted repairs by someone other than the manufacturer or authorized TELUS personnel;

8.4.7. Problems associated with a third-party Internet connection.

Replacement charges apply if the replacement stems from one of the aforementioned items not covered.

8.5. 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 shall 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 website.

8.6. When the Customer chooses to pay the sale price in equal monthly instalments, the following constitute causes for forfeiture of the right to pay in this manner:

8.6.1. The Customer does not respect its obligation under this Agreement, notably the obligation to pay the agreed instalments;

8.6.2. The Customer becomes insolvent or declares bankruptcy or makes an arrangement with creditors with a view to liquidating its assets;

8.6.3. The Customer dies;

8.6.4. The Customer moves and changes its service coverage area and TELUS does not offer any service at the Customer's new premises

8.6.5. The equipment is heavily damaged, destroyed or stolen;

8.6.6. The Customer sells the equipment to a third party.

8.7. 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.

**8.8.** Before availing itself of this clause, TELUS shall send the Customer a written notice and statement of account. Within thirty **(30)**

days of receiving the notice and statement of account, the Customer may:

8.8.1. remedy the default situation; or

8.8.2. submit a motion to the court to have the Agreement payment terms and conditions amended; or

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

8.9. 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.

## 9. Guided Self-Install

9.1 TELUS offers a self-install service (installation with remote assistance from a technician, or independent installation) so that Customers can do their own installation and configuration for certain TELUS equipment, software and applications needed to use the Services.

- Only certain equipment, software and applications are available for guided self-installation.
- A guided self-install/uninstall may be the only option available for certain customers, services or regions. Additional fees will apply for dispatching a certified technician.
- Support documents and/or installation guides will be provided by TELUS. The Customer must read them and follow the instructions.
- If the Customer performs self-install or uninstall, he/she assumes responsibility and all risks associated with installing, configuring, using and uninstalling the equipment, including injuries caused by any failure to follow a recommendation or instruction from TELUS.
- TELUS offers the Customer remote technical support indicating the procedures to be followed for the installation, configuration and use of self-installed equipment, software and applications.
- The remote technical support service is not a training service, and the Customer must use it in a fair and reasonable manner.
- A Customer who damages a piece of equipment during a self-install or uninstall is responsible for the value of the equipment, in accordance with APPENDIX A.
- TELUS cannot guarantee the proper functioning of the Services or the equipment, software and applications self-installed by the Customer.
- The Customer must inform TELUS of any malfunctioning of the Service or of the self-installed equipment, software and applications.
- TELUS supports and certifies approved equipment only. Any other equipment installed by the Customer could affect the functioning of the Services. TELUS does not guarantee the proper functioning of its services, and is not responsible for any damage, if third-party equipment is used.
- Visit and repair charges will be billed based on current time and material prices for all items for which a self-install or self-uninstall leads to an unsatisfactory result.

## 10. Cabling Service

10.1. Cabling service is only offered to Customers with a combo of TELUS Services.

10.2. Before a TELUS technician is dispatched, TELUS may require the Customer to conduct tests using two different devices.

10.3. The following items are not covered by the cabling service:

- 10.3.1. Deliberate damage or damage caused by negligence, vandalism or deliberate cutting of the cables;
- 10.3.2. Damage caused by force majeure;
- 10.3.3. Repairs or attempted repairs by someone other than the manufacturer or authorized TELUS personnel;
- 10.3.4. Dangerous or illegal repairs or replacements of jacks and cabling;
- 10.3.5. Repairs or replacements of jacks or cabling outside the home or building;
- 10.3.6. Repair or replacement of terminal equipment (telephone device, set-top box, modem, etc.);
- 10.3.7. New installations, rearrangements, and addition of jacks and extra cabling;
- 10.3.8. Items reasonably deemed by TELUS to be excluded due to cabling age or end of useful life.

10.4. Charges for the visit and repair will be billed based on current time and material prices for any item not covered.

## 11. Technical Support

- 11.1. TELUS offers the Customer personalized technical support for the installation, configuration and use of certain TELUS equipment and software.
- 11.2. Customers are solely responsible for updating and protecting their operating system, software and peripherals.
- 11.3. The technical support service is not a training service and customers must use it in a fair and reasonable manner.
- 11.4. The Customer must have all the authorizations and licences for the operating systems, software and peripherals for which technical support is requested.

## 12. Software and Applications

- 12.1. The Customer agrees that all software, applications and documents provided by TELUS for use in connection with the Services belong to TELUS, its suppliers or licensees and are protected by applicable legislation, including copyright, trademark and patent law.
- 12.2. Except as otherwise authorized by TELUS or the applicable software licence, the Customer agrees not to:
  - 12.2.1. copy, modify, rent, lend, sell, assign, sub-license, encumber or otherwise transfer, in any manner whatsoever, any right in any software;
  - 12.2.2. distribute software, create derivative works, reverse engineer or attempt to discover the source code of the software;
  - 12.2.3. remove any proprietary notices or labels on or placed in the software;
  - 12.2.4. authorize any other person to engage in any of the foregoing activities.

## 13. Trial Period

The Customer can use the Services, without limitation, for a trial period of thirty **(30)** days to determine whether the contracted Service(s) meet its needs. During this period, the Customer may terminate the Agreement at no cost. The trial period begins when the Customer enters into the Agreement for the Service(s).

## 14. Termination and Suspension

- 14.1. TELUS may suspend and/or terminate the Agreement if the Customer fails to fulfill its obligations pursuant hereto.
- 14.2. The Customer shall then promptly return to TELUS all equipment installed at its premises.
- 14.3. If the Customer is not in default, TELUS may terminate the Agreement by sending the Customer a written notice to this effect at least sixty **(60)** days before the termination date.
- 14.4. In the event of termination of the Services, the Customer shall pay TELUS all unpaid charges for the Services rendered before the termination date thereof. In such a case, TELUS may charge the Customer a termination fee.
- 14.5. In accordance with applicable legislation, if an economic inducement was granted by TELUS in the case of an Open-ended Agreement, the termination fee shall not exceed the unpaid balance of the equipment purchase price at the time the Agreement was entered, less the amount obtained by multiplying **1/48** of the balance in question by the number of months entirely elapsed in the Agreement. The month started at the time of termination is deemed to be a month completely elapsed.

In the case of a Fixed-term Agreement, the termination fee shall not exceed the amount of any economic inducement granted as part of the Agreement, minus the amount obtained by multiplying the inducement by the fraction represented by the number of months entirely elapsed in the Agreement over the entire length of the Agreement. The month started at the time of termination is deemed to be a month completely elapsed. The economic inducement used to calculate the termination fee is the rebate granted to the Customer on the sale price of the goods needed to use the Service, at the signing of the Agreement. When no economic inducement is granted, as stated in the terms, the maximum termination fee TELUS can charge is the lesser of the two following amounts: FIFTY DOLLARS (\$50) or an amount of TEN PER CENT (10%) of the price of the Services in the Agreement not delivered.

- 14.6. TELUS will communicate with a Fixed-term Agreement Customer by written notice between 90 and 60 days before the Agreement's end date to inform them of the end of the Agreement. At the end of the Agreement, the Customer will continue to benefit from the Service with an Open-ended Agreement until the Customer communicates with TELUS.
- 14.7. In the event of Services termination, the Customer understands that TELUS has no obligation to remit, maintain or retain any Services related data, including without being limited to, mailbox content, preferences or configurations, and this, no matter whether the Customer intends to re-subscribe later to Services or not.

## 15. Limitation of Liability

- 15.1. Notwithstanding anything to the contrary in this Agreement, TELUS's liability shall be limited to awarding proven, immediate, direct and foreseeable damages and shall not include: i) any loss of revenue or profit, loss of customers, income or anticipated savings; ii) damages for data loss or damage; iii) any punitive, exemplary, ancillary, incidental, special or indirect damages, even if the Customer could reasonably foresee the possibility of such damage or be informed thereof.
- 15.2. The Customer acknowledges that, except for damages caused by the gross negligence or willful misconduct of TELUS, or any personal injury or non-monetary damages, the company's liability shall be limited to direct and foreseeable damages for all TELUS customers in an amount equal to the higher of the following amounts: **\$100.00** or the value of the amounts paid by the Customer to TELUS for the Services giving rise to the claim in the three **(3)** months preceding the event giving rise to the claim.
- 15.3. To install the equipment required to provide the Services, TELUS may need to drill holes, screw, install fixtures, run cables and perform other installation activities that impact the Customer's home or building. The Customer agrees that TELUS will not restore the premises to their pre-installation condition or repair any damage related to the installation or removal of the equipment. Further, although TELUS attempts to arrive at the agreed moment to perform any installation or repair, the Customer may not claim any damages related to any delay.
- 15.4. Neither TELUS nor its suppliers are responsible or liable for loss, deletion or alteration of any transmissions or data, for any material or data sent or received or not sent or received, or for any transactions entered into through or using the Services.
- 15.5. TELUS is not responsible or liable for any act or omission of any third party, including, but not limited to, any threatening, defamatory, obscene, offensive or illegal conduct or any infringement of another's rights, including without limitation intellectual property rights.
- 15.6. Neither TELUS nor its suppliers are responsible for any content that is transmitted through the networks of TELUS or others or that is sent, received or accessed using the Services, by you or any third party.
- 15.7. TELUS is not responsible or liable for loss or damage to your devices, software or data arising directly or indirectly out of installation or use of the Services.
- 15.8. When the Services are, in whole or in part, provided by a third party, your access to and use of the Services are as such, in whole or in part, governed by this third party's terms and conditions and license and services agreement with you. It is your sole responsibility to read carefully these third party's terms and conditions and agreement that apply to your Services prior to accessing and using the Services.

## 16. No Guarantee

- 16.1. 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. TELUS further does not guarantee the proper operation of the Services if such Services are connected to a third-party Internet service.
- 16.2. The Services are subject to availability of the appropriate facilities and equipment, and are therefore not available everywhere.
- 16.3. On occasion, during installation, despite preliminary assessments, TELUS may not be able to provide the Services as they do not meet the company's standards, in which case the installation will be cancelled and any amount already paid by the Customer for the Services will be returned or an alternative Service will be offered to the Customer.
- 16.4. If the Services deteriorate after installation, TELUS will try to remedy the situation. If no solution can be reasonably implemented, the Customer may terminate this Agreement or an alternative Service may be offered.

## 17. Confidentiality and Privacy

- 17.1. In relation to all telecommunications services provided by TELUS, unless the Customer provides express consent or disclosure is pursuant to a legal power, all information kept by TELUS regarding the Customer, other than the Customer's name, address and listed telephone number, is confidential and may not be disclosed by TELUS to anyone other than: **i)** the Customer; **ii)** a person who, in the reasonable judgment of TELUS, is seeking the information as an agent of the Customer; **iii)** another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose; **iv)** a company involved in supplying the Customer with 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; **v)** an agent retained by TELUS in the collection of the Customer's account, provided the information is required for and is to be used only for that purpose; **vi)** public authority or agent of a public authority, 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 information; **vii)** an Affiliate involved in supplying the Customer with telecommunications and/or broadcasting 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.

- 17.2. Express consent may be taken to be given by the Customer if the Customer provides : i) written consent, ii) oral confirmation verified by an independent third party, iii) electronic confirmation through the use of a toll-free number, iv) electronic confirmation via the Internet, v) oral consent where an audio recording of the consent is retained by TELUS or vi) consent through other methods, as long as an objective documented record of the Customer consent is created by the Customer or by an independent third party.
- 17.3. The Customer consents to the disclosure and communication by TELUS, its Affiliates and their agents, of information held concerning the Customer in order to assess the Customer's creditworthiness or to market new products and services to the Customer. The Customer agrees to allow TELUS to disclose i) any Customer information that its representatives and suppliers require to perform 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 TELUS violating its confidentiality obligations.
- 17.4. TELUS will comply with the provisions of the *Personal Information Protection and Electronic Documents Act* (Canada) applicable to TELUS as the Customer's service provider concerning access, transmission, storage and use of the Customer's personal information made available to TELUS in connection with provision of the Services. The parties agree that the Customer will allow its employees and possibly other users (collectively the "Users") to use the Services provided by TELUS under the Agreement and that such use may result in TELUS keeping, as part of the execution of the Agreement, documents containing communications from or to such Users. The Customer represents and warrants that it has obtained all the necessary consents from such Users and has provided them with all the necessary notices to allow the collection, use and disclosure of such documents and records by TELUS and between the Customer and TELUS. The Customer will be responsible for any and all damages, loss or expense, including reasonable legal fees incurred by TELUS following a claim against it, insofar as such claim is related to the collection, use or disclosure of such documents in a manner authorized or requested by the Customer.
- 17.5. Information provided by the Customer may be stored on servers outside Canada. The information will be protected with appropriate security safeguards but may be subject to access under the laws of the foreign jurisdiction.
- 17.6. When the Services are, in whole or in part, provided by a third party, your access to and use of the Services are as such, in whole or in part, governed by this third party's terms and conditions and privacy policy. It is your sole responsibility to read carefully these terms and conditions and privacy policy that apply to your Services prior to accessing and using the Services.

## 18. Late Charges

All bills are due on receipt. Amounts outstanding at the end of the grace period will be assessed a late charge of **2%** per month (**26.82%** per year) calculated from the billing date of said amounts, until full payment is received. Customers must allow sufficient time for their payment to reach TELUS before the date stated on the bill. It often takes seven (**7**) business days to receive payments sent by mail and three (**3**) business days for payments made at a financial institution.

## 19. Assignment

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

## 20. Force majeure

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 disasters or epidemic; **b)** riots, terrorism, civil disorders, rebellions or revolutions; **c)** labour conflicts; **d)** any other causes reasonably beyond the control of TELUS; and shall be relieved from performing or fulfilling its obligations for the entire duration of the force majeure so long as TELUS is unable to resume performance of its obligations despite reasonable efforts in this regard.

## 21. Applicable Laws

- 21.1. TELUS is a company subject to federal legislation. Any issue concerning the validity, interpretation, application or execution of this Agreement will be governed by applicable Canadian laws and regulations and by applicable provincial laws and regulations.
- 21.2. The CRTC has implemented a code of conduct for television service providers and for Internet service providers with which TELUS complies. The Television Service Provider Code, simplified, is available at: <https://crtc.gc.ca/eng/television/services/codesimpl.htm> and the Internet Code, simplified, is available at: <https://crtc.gc.ca/eng/internet/codesimpl.htm> If a Customer cannot resolve a problem with TELUS, it may file a complaint with the Commission for Complaints for Telecom-Television Services (CCTS) at 1-888-221-1687 or at the following address: <https://www.ccts-cprst.ca/>.
- 21.3. During 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.
- 21.4. Any dispute involving a company shall first be submitted to mediation. This process is confidential. If the dispute is not resolved through mediation, it shall be submitted to arbitration. Mediation and arbitration, if required, must be conducted in the presence of

a sole mediator and a sole arbitrator in accordance with the rules of the ADR Institute of Canada. This section does not apply to the recovery of any amounts the Customer owes to TELUS or to the Customer's right to file a complaint with a competent administrative authority concerning TELUS or the Services.

## **22. Contact TELUS**

The Customer can contact TELUS by telephone at **1-866-967-0626**.

Customer Service can be reached:

Monday to Friday: **8:00 a.m. to 6:00 p.m.**

Saturday: **8:30 a.m. to 5:00 p.m.**

# Specific Terms and Conditions for TELUS Products and Services

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Updated: **November 2019**

## 1. Local Telephone Service

- 1.1. TELUS will allow the Customer to make telephone calls in the same local calling area. TELUS may modify the extent of local calling areas from time to time. The Services include call management services and other value-added features available at additional cost and billed either monthly or on a per-usage 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 toll services including calls to **900** or **976** exchange telephone numbers.
- 1.2. To determine whether its local telephone service is regulated, the Customer can call **1-866-967-0626**.
- 1.3. Subject to any right the Customer may have under applicable legislation, including any right to transfer a number to another telecommunications provider, the Customer does not own or have any property rights in any telephone number assigned by TELUS in connection with the Services. TELUS may have to change such telephone numbers and, if so, will send the Customer reasonable advance notice, without further liability.
- 1.4. The Customer authorizes TELUS to make the necessary changes with its former carrier to transfer the Customer's local telephone numbers. The Customer further authorizes TELUS to transfer or disconnect the local telephone numbers from the Customer's former carrier.
- 1.5. The Services include the publication of the Customer's telephone number in the telephone directory distributed by TELUS. Customers may have their telephone number removed from the directory for an additional charge. A premium directory listing is offered by TELUS at additional charge. TELUS agrees to make reasonable effort to send accurate listing information. TELUS shall not be held liable for any error, omission or negligence in this regard.
- 1.6. The Customer is responsible for the costs charged by TELUS for calls made from the Customer's telephone number and for all collect calls accepted, regardless of who made or accepted them.
- 1.7. In some cases, for an additional charge, the Customer may block access to all collect, **900** or **976** calls and other pay-per-use calls or usage-based calling features.

## 2. Long Distance

- 2.1. TELUS will allow the Customer to make telephone calls outside the local calling area. The length of long distance calls is rounded up to the nearest minute. The Customer can review the basic long distance rates in effect at: <https://www.telus.com/en/telephonie/> TELUS will charge a minimum of thirty **(30)** seconds for each outgoing long distance call and toll free call. After the first thirty **(30)** seconds, the call will be billed in six **(6)** second increments. A minimum of one **(1)** cent will be charged regardless of the call duration.
- 2.2. To qualify for a reduced rate on overseas long-distance services, the Customer must subscribe to 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 **1-866-967-0626** or visit the website mentioned in the previous section.
- 2.3. Toll free calls are offered in Canada and the U.S. However, to have a toll free number in the U.S., the Customer must make sure that the calls are also routed to a number in Canada.

## 3. Internet

- 3.1. Internet Service provides the Customer with access to Internet.
- 3.2. TELUS Internet Services are offered at speeds measured between the central office and the modem installed at the Customer's premises. Although TELUS agrees to take reasonable efforts to provide the Customer with the maximum speed, TELUS cannot guarantee that the maximum connection speed will be available at all times and in all places.
- 3.3. The Internet Service maximum speed may vary depending on the technology environment, location, configurations, network congestion, use of services within the home, number of users connected and Customer's devices. Other factors, such as weather conditions, can affect the speeds recorded.

- 3.4. Speed and signal reception can vary depending on the location and configurations of the wireless modem/router and Wi-Fi boosters, location and capacity of the wireless devices, number of neighbouring networks, number of Wi-Fi devices active on the network and the home's construction materials. Additional equipment may be required to provide optimal performance.
- 3.5. The Customer agrees to respect the data limits of the selected Internet Service. All overages will be billed according to the rates in effect. The data limits of the Internet services and applicable rates are set out in the Agreement. Customers can consult his Customer Portal for more information on data consumption and the tools available to them.
- 3.6. Mobile applications using Wi-Fi use the Customer's Internet Service data.
- 3.7. The Customer agrees that the TELUS Internet service and its "unlimited use" only refer to usage time and are based on intermittent usage. The Internet Service cannot be used to run servers, cannot be shared, resold or transferred or be used for commercial activities. Despite any provision to the contrary, TELUS reserves the right to impose certain reasonable conditions and limits on use of the Internet Service. The Customer must read the TELUS Acceptable Use Policy online at: <http://www.telus.com/aup>
- 3.8. The Customer is responsible for access through 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.
- 3.9. The IP addresses registered and assigned by TELUS are the property of TELUS and their use by the Customer is authorized solely during the duration of this Agreement. The right to use a TELUS IP address ends when the TELUS Internet Service comes to an end.
- 3.10. 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 computer virus, a change in software configuration, content, use, validity or quality of the TELUS Internet Service provided over the Internet, loss or destruction of data due to intrusion or otherwise, or unauthorized interception of communications.
- 3.11. The Customer must inform TELUS Customer Service of any Internet outage. However, TELUS is not committing to provide any credit.
- 3.12. You acknowledge that TELUS may establish general conditions and practices and limit, at its sole discretion and without prior notice, your use of the Services including, without limitation, the maximum size of any e-mail message that may be sent from or received by a Services account, the maximum disk space that will be allotted on servers on your behalf, the maximum amount of data that may be sent from or received by a Services account and the maximum number of days during which e-mail messages will be stored on servers.

#### 4. TELUS Online Security

- 4.1. **NortonLifeLock Inc. ("NortonLifeLock") is the provider of the TELUS Online Security Services (the "TOS Services"). In addition to this Agreement, your access to and use of the TOS Services is subject to NortonLifeLock's license and services agreement and the NortonLifeLock and Norton Global Privacy Statement. The NortonLifeLock license and services agreement can be found here: [https://buy-static.norton.com/estore/EULA/en/NN/EULA\\_New\\_Norton\\_EN.pdf](https://buy-static.norton.com/estore/EULA/en/NN/EULA_New_Norton_EN.pdf). The NortonLifeLock privacy statement can be found at <https://www.NortonLifeLock.com/privacy>.**  
  
To view the list of eligible devices, visit Norton.com (<https://support.norton.com/sp/en/ca/home/current/solutions/v133891548>).
- 4.2. The TOS Services offer a variety of service plans and features. Not every feature is available on every service plan. Certain features may require additional information or action from you. If that information is not provided or if that action is not taken, the functionality of the feature may be limited
- 4.3. It is your responsibility to ensure that your equipment and software meet the current minimum system requirements specified by TELUS as being necessary for access to the TOS Services. TELUS shall post such minimum system requirements on the TOS Services Web Site or otherwise notify you of such requirements. You acknowledge that such requirements may change from time to time, without notice, at NortonLifeLock's and/or TELUS' sole discretion.
- 4.4. TELUS does not guarantee that the TOS Services will operate with all equipment or software including, without limitation, all Internet applications and appliances. Not all products, services and features are available on all devices or operating systems. System requirement information on Norton.com (<https://support.norton.com/sp/en/ca/home/current/solutions/v133891548>).
- 4.5. TELUS will provide assistance for billing, download and installation issues and will transfer to NortonLifeLock for assistance on issues regarding identity theft, restoration and expenses reimbursement.



4.6. You acknowledge and agree that:

- 4.6.1. TELUS is not an insurer and that claims for loss or damage arising from your use of or reliance on the TOS Service should be directed to NortonLifeLock Inc.;
- 4.6.2. NortonLifeLock Inc. is the provider of the TOS Services, which means your access to and use of the TOS Services will be governed by NortonLifeLock's agreement with you.

## 5. OPTIK TV

- 5.1. OPTIK TV Service provides the Customer with access to content on selected channels.
- 5.2. The content offered by the OPTIK TV Service belongs to TELUS or to third parties. The Service is subject to the rules and restrictions of content providers and is protected by copyrights, trademarks, patents, intellectual property rights and other legislation. Programming and channel offering are subject to change at any time, at the discretion of the content providers. Access to the selected channels provides a non-exclusive, non-transferable and revocable right to receive the OPTIK TV Service content, provided the Customer complies with the terms and conditions stipulated herein.
- 5.3. OPTIK TV Service is also subject to the rules and charges imposed by the CRTC in respect of Canadian content and, in particular, in respect of programming in the OPTIK TV entry-level and essential service offering, and may be modified from time to time.
- 5.4. The Customer may change the programming once a month at no charge; any additional request in a given thirty **(30)** day period will be charged.
- 5.5. OPTIK TV Service supports parental controls and it is the Customer's responsibility to configure this feature to limit minors' access to certain restricted content.
- 5.6. The TELUS set-top box must be installed near television sets and follow any other TELUS recommendation. Wireless signal range may vary and can be affected by, among other things, interference from other electronic devices and materials used in the construction of the Customer's home or building. The TELUS wireless set-top box (if applicable) must not be left outside the Customer's home or building.
- 5.7. The Customer agrees not to:
  - 5.7.1. broadcast in public, exploit or use any part of the OPTIK TV Service for commercial purposes;
  - 5.7.2. share the registration code of the OPTIK TV Service or a part thereof;
  - 5.7.3. use high-speed Internet access providing OPTIK TV Service for purposes other than OPTIK TV Service.
- 5.8. The content purchased with unlimited viewing on My OPTIK Collection will be available as long as the Customer keeps its OPTIK TV Service with TELUS and as long as TELUS keeps the right to provide such content.
- 5.9. The applications available on OPTIK TV use the Customer's Internet service data.

## 6. SmartHome

- 6.1. The TELUS SmartHome is a solution incorporating security, video monitoring and automation equipment. Depending on the Service selected, the Customer's home may or may not be connected to a central monitoring station **24/7**. The Customer is responsible for providing Internet access to enable certain SmartHome features. SmartHome is accessible by way of an application from which the Customer can remotely control the equipment.
- 6.2. If the Service is connected to a central monitoring station:
  - 6.2.1. If the station receives an alarm from the Customer's home or building, TELUS will notify **911**, unless otherwise instructed by the Customer. In accordance with current legislation, TELUS may have to conduct checks before contacting **911**, which may result in longer response times. **911** service is offered by a third party and not by TELUS.
  - 6.2.2. The Customer must ensure that the information in his/her file is up-to-date, including the contact information of the person to reach in case of an emergency. The Customer authorizes TELUS to act on the instructions of any authorized person on file (emergency contact), including instructions to cancel an alarm or refusal to have **911** dispatched. Not providing correct and up-to-date information may cause delays for emergency service response, or calls to people the Customer does not want to respond on their behalf.
  - 6.2.3. **If the property in question is located in an area where the TELUS Guard Response Service is available and included in your plan:** When your alarm system goes off, TELUS will try to send a Guard to the premises for an exterior verification. If the Guard concludes that elements suggest that a crime has been committed, the Guard will try to notify the appropriate police service. TELUS can't guarantee dispatch and intervention delays for Guard and police services, if applicable. However, TELUS will put forth reasonable efforts to dispatch a guard on site within a reasonable timeframe. Whether your plan includes or not the Guard Response Service: TELUS is not responsible for emergency service dispatch fees, regardless if the alarm is justified or not, nor for any damages of your property or someone else's property, including but not limited to, damages that can result from the response or lack of response of Guard or police services.
  - 6.2.4. If your plan includes Guard Response Service, you will have the opportunity to ask that police service be implicated when the

event is triggered. You acknowledge and understand that TELUS will not arrest or detain anyone, for whatever reason. Annual service fees for Guard Response include **4** interventions at your location by **12** consecutive month cycle, after which regular TELUS rates will apply. A **(\$40.00)** fee will be charged to the account. Please note that a Guard will be sent to the premises only for alarms that could warrant police service intervention.

### 6.3. Equipment

- 6.3.1. Some smoke and CO2 detectors may be used with SmartHome; however, this equipment belongs to the Customer. TELUS does not provide diagnostic or repair service for this equipment.
- 6.3.2. TELUS does not guarantee SmartHome compatibility with equipment not provided by TELUS and offers no support therefor.
- 6.3.3. The Customer must arm and regularly test any alarm system in the manner and at the frequency indicated in the documentation or as recommended by TELUS. If an error message appears on the alarm panel, the Customer must promptly correct the cause of the error or inform TELUS. The self-testing programs of alarm systems are not designed to identify or correctly diagnose all possible system malfunctions.
- 6.3.4. Some equipment may be battery powered and will not operate if the batteries are low or discharged. The Customer is responsible for replacing equipment batteries whenever they are low or discharged, or when the system so indicates.
- 6.3.5. The Customer may order add-on security, automation and video monitoring equipment at any time, in accordance with the General Terms and Conditions for TELUS Wireline Products and Services. The pricing of add-on equipment will be confirmed when ordered.

### 6.4. Use and Privacy

- 6.4.1. If the Customer subscribes to Services that includes a camera, any video, images and audio recordings captured by the camera are stored on the servers of TELUS or its suppliers. Videos and images are kept based on the capacity of the equipment and the settings configured by the Customer.
- 6.4.2. The total video and image recording capacity is limited to the amount of storage included with the Service.
- 6.4.3. The Customer must determine the location of the camera and take lighting into account to enable it to capture quality images.
- 6.4.4. The Customer agrees to use the Services for personal purposes only and in accordance with the law, including the National Fire Code, the Safety Code and all applicable municipal bylaws. The Customer must verify whether permits are required and pay any fees therefor. The Customer must also comply with co-ownership rules, including those in any lease.
- 6.4.5. The Customer agrees to respect the principles of privacy and image rights. The Customer may not use the Services to harass people or violate individuals' reasonable expectations of privacy.
- 6.4.6. The Customer shall be liable for false alarms and charges that any government authority or third party (including any security firm) may charge as a result thereof. The Customer shall be liable for any damage resulting from forced entry into the home or building if the Customer is not present or cannot be reached during an alarm.
- 6.4.7. The Customer acknowledges that certain equipment may not be functional if there is a power failure or breakdown in Internet or mobile services. Despite normal use, equipment malfunctions may occur and various factors may influence the operation of the equipment, such as electrical interference, weather conditions and other factors beyond TELUS' control.
- 6.4.8. The Customer acknowledges that TELUS is not an insurer and that the protection provided by the security services is limited in scope.

## 7. LivingWell Companion

- 7.1. TELUS LivingWell Companion Service is a personal safety alert system (the "Alert Service"). The TELUS LivingWell Companion device (the "LW Device") is designed to connect with a 24/7 central monitoring station for assistance. If equipped with fall detection and/or GPS, the LW Device is designed to automatically connect and provide the user's location to the central monitoring station if a fall is detected or the alert is otherwise triggered. Depending on the LW Device selected, the Customer is responsible for providing telephone access to enable certain LW Devices to connect through a home phone connection. LW Devices that are equipped with GPS and designed to be mobile, require access to TELUS wireless coverage networks in Canada to function.
- 7.2. If the central monitoring station receives an alarm:
  - 7.2.1. TELUS will attempt to confirm the emergency through two-way voice on the LW Device or by calling the Customer's home. If an emergency is confirmed, or if the Customer cannot be reached, the monitoring station will call the emergency contact(s) provided by the Customer. If the Customer-provided emergency contacts do not resolve the emergency, the monitoring station will contact **911**, unless otherwise instructed by the Customer or emergency contact(s). In accordance with current legislation, TELUS may have to conduct checks before contacting **911**, which may result in longer response times. **911** service is offered by a third party and not by TELUS.
  - 7.2.2. The Customer must ensure that the information in his or her file is up-to-date, including the contact information of the person(s) to reach in case of an emergency. The Customer authorizes TELUS to act on the instructions of any authorized person on file (emergency contact), including instructions to cancel an alarm or refusal to have emergency services dispatched. Not providing accurate and up-to-date information could result in delays in dispatch of emergency services, or calling individuals the user does not wish to act on its behalf.
  - 7.2.3. The Customer consents to its confidential and personal information being disclosed to a third party for the purposes of



monitoring, contacting the emergency contact(s) and dispatching emergency services.

- 7.2.4. For LW Devices equipped with fall detection, while the fall detection system performs well, no such system is 100% reliable. If the Customer experiences a fall that causes actual or potential injury, the Customer shall not wait for the automatic call. The Customer should always press the call button manually in an emergency if able.
- 7.2.5. For LW Devices equipped with GPS capability, TELUS does not guarantee that the Customer can or will be located using the Alert Service. LW Devices that cannot connect to the TELUS wireless network (for example, because they are outside of network coverage areas, or are blocked by buildings, or other cellular "dead zones") will not be able to connect to the central monitoring station. As with all location-based services, it may not always be possible to determine Customer's location. Multi-level buildings, parking garages, and/or dense urban areas can make it difficult for satellites and cell phone towers to locate the Customer's exact location.

### 7.3. Equipment

- 7.3.1. The Customer is responsible for charging and replacing LW Device batteries whenever they are low or discharged, or when the LW Device so indicates.
- 7.3.2. The Customer must regularly test the Alert Service in the manner and at the frequency indicated in the documentation or as recommended by TELUS. If the LW Device fails to connect to the monitoring station or does not otherwise function, the Customer must promptly correct the cause of the error or inform TELUS. The self-testing programs of personal safety alert systems are not designed to identify or correctly diagnose all possible device malfunctions.
- 7.3.3. LW Device pendant and base station is loaned to the Customer for the duration of the Alert Service, and is the property of TELUS and must be returned to TELUS at the time of termination.
- 7.3.4. The Customer may order add-on accessories at any time, in accordance with the General Terms and Conditions for TELUS Products and Services. The pricing of add-on accessories will be confirmed when ordered.

### 7.4. Use and Privacy

- 7.4.1. If the Customer subscribes to Alert Service that includes location tracking captured by the LW Device, the location data may be stored on the servers of TELUS or its suppliers, and retrieved by the monitoring station for the purposes of notifying emergency contacts of Customer's location or dispatching **911** services to the detected location.
- 7.4.2. Location data is kept and transmitted based on the capacity of the LW Device and the settings configured by the LW Device manufacturer. The frequency of transmission of location data is limited by the LW Device battery and other constraints set by the manufacturer.
- 7.4.3. The Customer may only use the Alert Service for personal purposes, and in compliance with the applicable laws and regulations.
- 7.4.4. The Customer shall make easily available relevant health information and medical instructions in a visible place in their home for emergency services. It is the Customer's responsibility to record and share this information with emergency personnel, and to arrange for an emergency contact to share the information if Customer is unable to share it himself/herself.
- 7.4.5. The Customer shall be liable for false alarms and charges that any government authority or third party (including any emergency responder or security firm) may charge as a result thereof. The Customer shall be liable for any damage resulting from forced entry into the home or building if the Customer is not present or cannot be reached (the Customer or his/her emergency contact(s) during an alert).
- 7.4.6. The Customer acknowledges that certain LW Devices and monitoring services may not be functional if there is a power failure or breakdown in telecommunications networks or services. Despite normal use, equipment malfunctions may occur and various factors may influence the operation of the Alert Service, such as electrical interference, weather conditions and other factors beyond TELUS' control.
- 7.4.7. The Customer acknowledges that TELUS is not an insurer and that the Alert Service is limited in scope.

## Appendix A

### Compensation in case of loss, theft, breakage, destruction or non-return of equipment:\*

| Equipment   | Amount payable |
|---|----------------|
| Smart thermostat and garage door opener                       | \$60.00        |
| Main control panel  | \$300.00       |
| Security detectors  | \$35.00        |
| Cameras – indoor and outdoor                                  | \$130.00       |
| Wired and wireless set-top box                                | \$149.95       |
| PVR set-top box   | \$249.95       |
| Modem/router, wireless modem/router and wireless access point | \$99.95        |
| Wi-Fi booster   | \$49.95        |
| Demarcation point   | \$49.95        |
| Fibre optic terminal  | \$99.95        |
| Home base station and pendant                                 | \$150.00       |
| Go pendant  | \$150.00       |

\*Plus applicable taxes