

TELUS Business Optik TV Terms of Service

This is an agreement between you and TELUS Communications Company (“TELUS”). It sets out the terms and conditions (the “Service Terms”) that apply to your use of the video and audio programming services and associated telecommunications services that TELUS provides for the TELUS Business Optik TV service (the “Services”), and any equipment provided to you for use with the Services for your business activities. The Service Terms, together with TELUS rules and policies applying to the use of the Services, form the agreement between you or your business and TELUS for the Services (the “Agreement”). You may only use the Services in accordance with the provisions of the Agreement and only at the location identified as your place of business that will receive the Services (“Service Address”).

By using the Services you are agreeing to the terms of this Agreement. IF YOU DO NOT AGREE TO THESE SERVICE TERMS, YOU MAY NOT USE THE SERVICES. For the purposes of these Service Terms, “you” refers to the person or business entity stated on the bill and/or who will be receiving the Services.

TELUS reserves the right to amend these Service Terms, including rates and additional charges, at any time by giving 30 days’ notice. TELUS will notify you of amendments to these Service Terms by posting notice of the amendment at Business.telus.com/campaigns/business-optik-tv-terms-and-conditions (the “Service Web Site”), or by sending you notice on your monthly bill that the Service Terms have been amended, directing to where the amendment may be consulted. It is your responsibility to go to the Service Web Site, at least every month, in order to become aware of any amendments posted on the site, and you agree to consult any amendments notified to you in accordance with the directions received on your monthly bill. You are not obliged to continue using the Services after an amendment to the Service Terms is made; however, in the event you choose not to accept the changes, your sole remedy is to cancel the Services. Your continued use of the Services following any amendment shall be deemed to be your acceptance of the amended Service Terms, waiver of any additional notice requirements and agreement to pay for the Services in accordance with the amended Service Terms

1. WHAT TELUS PROVIDES

a) Services

TELUS will provide you with the ability to receive the Services at your Service Address through the TELUS wireline telecommunications network in accordance with the distribution licenses held by TELUS. The programming associated with the Services can only be displayed at your Service Address and at no charge to viewers.

You acknowledge and agree that the Services must include the minimum levels of programming required by Canadian government regulation, called “The Essentials” by TELUS, and that such programming requirements may change from time to time without notice. You acknowledge that certain programming channels may be suspended from time to time or cancelled permanently, and that individual programs may be blacked out in your local viewing area, due to restrictions imposed by the providers of such programming or the rights of Canadian programming services, and agree that TELUS may at its discretion substitute alternative programming to replace the suspended, cancelled or blacked out programming. Your sole remedy, available only where programming channels have been permanently cancelled, is to cancel your subscription to the programming package containing such channels.

You are responsible for the use of the Services by any person. You agree to indemnify and hold all TELUS Entities, as defined in paragraph 5(b), harmless from all losses, costs, damages, liabilities and expenses related to any violation of the Service Terms by such other persons, or in connection with their use of the Services.

b) Equipment

TELUS will supply, install, maintain and repair all facilities and equipment necessary to provide the Services up to the point of connection with the facilities or equipment owned by you at the Service Address. All TELUS equipment will remain the property of TELUS and must be returned to TELUS upon termination of this Agreement for any reason. TELUS may charge you for all work and equipment supplied in order to extend existing TELUS network facilities to your premises, including any expenses incurred to secure rights of way, access and occupancy.

TELUS will provide you with a set top box and associated remote control (“TV User Devices”) during the time of Service installation. The TV User Devices can be purchased or rented and form part of the Service Components and are for exclusive use with the Service only. TELUS will support the set top box with the stated manufacturer’s warranty. One set top box is required with the Service and you may choose to purchase or rent additional set top boxes for areas that contain more than one TV set.

You are responsible for the care and protection of the TV User Devices provided and are liable to TELUS for all loss of or damage to TV User Devices, including the replacement cost if it is not commercially reasonable to repair a TV User Device, other than loss or damage caused by ordinary wear and tear, or loss or damage caused by TELUS. Rental TV User Devices remain property of which must be returned in good condition within 28 days from the termination of this Agreement for any reason. A replacement charge will apply if equipment is not returned within the 28 period.

TELUS is not responsible for the maintenance or repair of facilities or equipment owned by you, and does not guarantee that the Services will operate with all television sets, remote controls, home theatre components or other audio/visual equipment. The Services require electrical power to operate, which you must supply at no charge to TELUS, and you acknowledge and accept that you may lose service during a power outage unless you supply, install and maintain at your own expense a battery backup power system.

c) Billing

TELUS will provide you with a monthly bill setting forth the charges incurred for use of the Services. Regularly recurring charges are billed in advance. If your bill is lost or if you do not receive a bill, you are still responsible for making the required payment to TELUS.

d) Maintenance

You agree to provide TELUS’ agents and employees with access to the property and premises where the Services are provided in order to inspect the facilities and equipment used to provide the Services and to perform maintenance work. TELUS will provide reasonable notice of any such inspection or maintenance work on your premises, except in cases of emergency.

e) Service Limitations

TELUS may refuse to provide any of the Services where the provision of such Services would necessitate unusual expenses which you do not agree to pay, or is impractical because TELUS cannot reasonably acquire the equipment, facilities or rights required to extend its network facilities to your premises. TELUS reserves the right to change its telecommunications network at any time, which may result in changes to rates or to the availability of programming. 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 paragraph.

2. COMMENCEMENT OF SERVICE

To receive the Business Optik TV Services, you must also continuously subscribe to a TELUS Business Internet service package and therefore, all service terms for the applicable TELUS Business Internet service will also apply. TELUS will commence provisioning of the Service following the installation of a TELUS Business Internet service and the necessary service components and facilities. Service availability is based on TELUS’ broadband build coverage and not all customers will qualify for Service. Final qualification determination will be made during the time of install. Should a Service Address not qualify for Service and TELUS makes the determination that delivering the Service to the Service Address is not financially reasonable, TELUS will notify you. The qualification check(s) that are completed by TELUS when you placed an order for TELUS Business Optik TV Services are preliminary. Due to the nature of technology, TELUS may deem a TELUS Service unavailable to you up to, including, and after installation. The performance and availability of the Service may depend on several factors, including the location of equipment, the structure to which the equipment is attached, the configuration of the equipment, weather conditions or even third-party restrictions that TELUS does not control.

3. YOUR RESPONSIBILITIES

a) Requesting Service

After the Services have been requested, you must provide TELUS with a location on your business premises to provide access to the Services and allow TELUS to enter the property and premises necessary in order to install, maintain and repair TELUS' facilities and equipment for provisioning the Services at the Service Address. You agree to pay any unusual expenses including but not limited to LAN cabling and installation required to extend service from TELUS' demarcation point within your premises or building to locations where the Service will be used; expenses required to extend TELUS' network facilities to your premises, including the cost of all trenching and backfilling work, poles, conduits and other facilities TELUS requires to extend its network facilities from your property line to the point of access to the Services on your premises, and any expenses incurred to secure rights of way, access and occupancy

All equipment must be installed and activated by TELUS at the Service Address only. Once installed, the equipment may not be moved unless otherwise permitted in this Agreement. The installation of equipment may be subject to installation charges that will be determined by TELUS at installation.

You authorize, and have obtained any necessary authorizations for TELUS, its employees, agents, contractors and representatives, to enter the Service Address (and/or any other premises necessary for provisioning the Services at the Service Address) and access your equipment and software for the purpose of installing, maintaining, inspecting, repairing or removing any equipment or software as reasonably required for the provision of the Services. Access to the Service Address (and/or any other premises necessary for provisioning the Services at the Service Address) will be at a time that is mutually convenient for you and TELUS.

You must supply all facilities and equipment necessary to connect your facilities and equipment to TELUS' network facilities, including all wiring inside your premises and all set top boxes. All facilities and equipment you supply must meet the technical standards for certification established by Industry Canada.

If you cancel a request for Services after installation work has started, you will 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 labour, fees for engineering design and supervision, and any other expenses resulting from the installation and removal work.

b) Your Account

You are responsible for setting and securing the TV User Devices within a secure location at the Service Address to prevent unauthorized programing or viewing. You must notify TELUS immediately should you suspect unauthorized use of TELUS Services or if TELUS equipment is lost or stolen. You are responsible for payment of all fees and taxes, including all fees and taxes associated with unauthorized use of TELUS Services, or if TELUS equipment is lost or stolen.

c) Acceptable Use

TELUS provides content as part of your Services including programming packaging and subscription. The services and programming may only be displayed at your Service Address at no charge to viewers. Your Service Address cannot be an entertainment or sports venue such as a theatre, cinema or arena. You agree not to access, receive, listen to or view (or try to access, receive, listen to or view) any of the programming outside of your Service Address. The programming may not be rebroadcast, transmitted or performed in any form, and no admission may be charged or any other consideration received by or for your benefit from any third party in return for allowing such third party to listen to or view any programming provided by TELUS. You may not attempt to circumvent any encryption technique or other copy protection method used to restrict access to programming on the Services. You 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. You may not use the Services in any way that interferes with the ability of other customers to use services provided by TELUS fairly and proportionately, and TELUS may, at any time, limit the use of any Services in order to prevent such interference. TELUS may require you to change or disconnect any of the facilities or equipment at your premises providing access to the Services if they interfere in any way with the Services or the operation of TELUS' facilities or equipment.

Any and all software and related documentation that forms part of the Services or that is supplied by TELUS, its agents or representatives for use in connection with the Services (the "Software") is protected by applicable intellectual property laws, remains the sole property of TELUS or its suppliers and is supplied subject to the terms of this Agreement and any applicable Software license, including the disclaimers and limitations of liability in this Agreement, and the terms of any applicable Software license made available to you by TELUS. Unless otherwise authorized by TELUS or in the applicable Software license, you will not (a) copy, modify, rent, lease, loan, sell, assign, sublicense, grant a security interest in or otherwise transfer any right or interest in the Software; (b) distribute, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover the source code of the Software; (c) remove any proprietary notices or labels on or in the Software; or (d) allow any other person or entity to engage in any of the noted activities.

d) Fees and Other Charges

The Services are provided to you subject to payment of all applicable service rates and any additional charges identified to you at the time you applied for the Services or otherwise in accordance with these Service Terms, including installation and activation fees, together with all applicable taxes and other government charges. Additional charges authorized by these Service Terms may be charged on a one-time, monthly or per-use basis, as TELUS may determine from time to time.

Provided there is no deception in order to avoid payment, you are not responsible for paying an unbilled or under-billed portion of a charge unless TELUS correctly bills the charge within one year from the date it was incurred. In these circumstances, TELUS will not charge any interest on the amount of the unbilled or under-billed charge owing until the correct charge has been billed to your account. All charges and credits to your account shall be deemed validly incurred unless you dispute the charge or credit within 90 days after receiving the bill that includes the charge or credit.

e) Payment for the Services

TELUS provides you a monthly bill for the Services. All payments are due by the due date shown on the bill. Charges not paid before the end of the grace period shown on your bill will be assessed a late payment charge of 2% per month (26.82% per year), calculated from the billing date for those charges until paid in full. Administrative and collection charges may apply, in accordance with TELUS rules and policies, if your account goes into arrears, including as a result of returned or rejected payments or your failure to inform TELUS of any change to your account information for pre-authorized payments. If you subscribe to a pre-authorized payment method, you waive pre-notification of the amounts and dates of debits from your account. TELUS may require you to make interim payments for non-recurring charges you have incurred in the period between two monthly bills, for such Services as are identified to you with the demand for payment.

f) Deposit Requirements

TELUS may require a security deposit from you (i) before the Services are provided, if you do not have a satisfactory credit history with TELUS or do not provide other proof of creditworthiness satisfactory to TELUS, or (ii) at any time this Agreement applies, if you have an unsatisfactory credit rating with TELUS as a result of your payment practices, or (iii) if you clearly present an abnormal risk of loss. Interest on any security deposit required by TELUS, at a rate equal to the rate established on January 1 and July 1 of each year for daily interest savings accounts at a chartered Canadian bank, shall be credited to your account monthly. TELUS may apply any portion of the security deposit against unpaid charges on your account at any time and, upon termination of this Agreement or where the conditions justifying the security deposit no longer apply, will refund any outstanding security deposit, with accrued interest, retaining only the amount then owing on your account.

g) Indemnity

You will indemnify the TELUS Entities, as defined in paragraph 5(b), from all losses, expenses and all manner of actions, claims and judgments sustained by or made against the TELUS Entities in connection with use or misuse of the Services, or violation of these Service Terms by any person

4. PRIVACY

You agree that the TELUS Privacy Commitment, available for inspection at telus.com/privacy/privacy, as it may be updated from time to time (the "TELUS Privacy Commitment"), shall apply to your use of the Services. You hereby consent to the collection, use and disclosure by TELUS and its agents of your personal information collected in connection with provision and/or use of the Services, for the purposes identified in the TELUS Privacy Commitment and acknowledge that those purposes include the exchange of your account and usage information with other TELUS companies and their affiliates or dealers, for the purpose of offering additional services or products to meet your communications and entertainment needs.

By using the Services and incurring charges for such use, you authorize TELUS to obtain information about your credit history from credit reporting agencies, credit grantors and other TELUS companies from time to time, and consent to the disclosure of your credit history with TELUS to such entities at any time.

5. GENERAL TERMS

a) No Warranties

The Services are provided on an "as is" and "as available" basis. Your use of the Services is at your sole risk. TELUS does not guarantee timely, secure, error-free or uninterrupted service or receipt of material or messages transmitted over or through TELUS' networks or the networks of other companies. To the fullest extent permitted by applicable law, TELUS disclaims all warranties, representations, guarantees and conditions (express, implied or statutory) relating to the Services, including any warranty of fitness for any particular use or purpose you intend for the Services, even if you have communicated such intention to TELUS. Your sole remedy for any defect or malfunction of any set top box or other TELUS equipment provided by TELUS for use with the Services is set forth in the manufacturer's warranty

b) Limitation of Liability

To the fullest extent permitted by applicable law, neither TELUS nor its affiliates, nor their respective directors, officers, employees, or agents (collectively, the "TELUS Entities") shall be liable to you or any other party for any direct, indirect, special, incidental, consequential or punitive damages, or any other damages or losses whatsoever arising directly or indirectly from your use of the Services, regardless of the cause of action, including negligence, and even if one or more of the TELUS Entities have been advised of, or could reasonably have foreseen, the possibility of such damages or losses. If for any reason a TELUS Entity becomes liable to you or a third party arising out of or in any way connected with the Services, regardless of the form or cause of action or the number of claims asserted, the aggregate liability of the TELUS Entities to you or such third party is limited to the greater of \$20 and the fees paid by you to TELUS for the particular Services giving rise to the claim, in the three months immediately preceding the last occurrence of the damages or losses.

Without limiting the generality of the foregoing, TELUS is not liable for (i) the consequences of natural catastrophes such as earthquakes, flooding, severe wind, ice or fire storms, landslides, lightning strikes or tidal waves, (ii) the actions of third parties which TELUS cannot reasonably foresee or control, such as war, terrorism, civil insurrection, government decree, failure of the public power grid, labour disturbance by TELUS' own employees or by the employees of another enterprise, or the unlawful acts of suppliers, (iii) any act or omission of a telecommunications carrier whose network facilities are used in establishing connections to points which TELUS does not directly serve, (iv) defamation or copyright infringement arising from material transmitted or received over TELUS' network facilities, or (v) infringement of patents arising from combining or using your facilities or equipment with TELUS' network facilities.

c) Termination and Suspension

TELUS will provide you the Services on a month to month basis. You may terminate this Agreement at any time by notifying TELUS of the date you want the cancellation to be effective. Cancellation fees may apply (if, for example, you received any promotional item(s) in connection with the Services and/or free installation of the Services). If you cancel the Services or if TELUS cancels the Services for any of the reasons listed below, you remain responsible for any applicable cancellation charges and for all amounts chargeable to your account up to the time the Services are cancelled. Any recurring charges that were billed at the beginning of your billing cycle or any credit balance under five dollars will not be refunded when your service is cancelled. If you want the Services reconnected after cancellation, a reconnection fee may apply.”

TELUS may suspend the Services if you contravene any provision of these Service Terms, including your obligation to pay for the Services as charges become due. TELUS may terminate the Services (i) immediately and without notice, where TELUS determines that you are using the Services contrary to the acceptable use provisions of this Agreement, (ii) upon three days written notice to you, if any amount owing under this Agreement or any other agreement for services provided to you by TELUS is in arrears, (iii) if you do not remedy any other breach of these Service Terms within 15 days of receiving written notice of the breach from TELUS, (iv) if you become a bankrupt or, if you are a business customer, a receiver or receiver-manager is appointed to manage the affairs of your business, or (v) for any reason, upon 30 days written notice to you.

d) Mediation and Arbitration

Any unresolved dispute arising out of the marketing, sale or provision of the Services by TELUS or relating in any way to this Agreement, except the collection by TELUS of charges owing for the Services, may only be referred to a single mediator chosen by the parties. Should the mediation not result in a settlement, the dispute will then be determined by private, confidential and binding arbitration by the same person originally chosen as mediator. The fees of the mediator and arbitrator shall be shared equally by the parties. By agreeing to mediation and arbitration of disputes, you waive any right you may have to commence or participate in any class action against TELUS, to the extent the waiver of such rights is permitted by applicable law.

e) Miscellaneous

The federal laws and regulations of Canada, and applicable provincial laws and regulations, govern this Agreement. You may not assign or transfer this Agreement without TELUS' prior written consent. If any provision of these Service Terms is prohibited or unenforceable in certain circumstances, the remaining Service Terms shall apply and be construed in those circumstances as if such provision had never been written. The failure of TELUS to require or enforce strict performance of any provision of these Service Terms in a particular instance shall not be construed, in other circumstances, as a waiver of any right conferred upon TELUS.