

RADIOTELEPHONE SERVICES

Item

218 OBLIGATION OF THE CUSTOMER

- A. The calling party (or customer) shall establish his identity in the course of any communication as often as may be necessary.
- B. The calling party (or customer) shall be solely responsible for establishing the identity of the person or persons with whom connection is made at the called station.
- C. The customer's use of the radio transmitter shall at all times be subject to the control of the Company's radio operator.
- D. The customer agrees not to rearrange, disconnect, move, remove, transfer between vehicles, or otherwise interfere with the Company's equipment and wiring, and the customer agrees that no person other than personnel authorized by the Company will rearrange, disconnect, move, remove, transfer between vehicles, or otherwise interfere with the Company's equipment and wiring.
- E. The customer agrees to provide access to the Company's equipment at any reasonable time at the request of personnel authorized by the Company for the purpose of inspecting, repairing, replacing or removing Company equipment.
- F. The customer understands that Sec. 186 (1) of the Motor Vehicle Act of British Columbia requires that "no person shall cause a motor vehicle to move on a highway if (a) the control of the driver over the driving mechanism of the vehicle - is obstructed", and the customer agrees to indemnify and save harmless the Company against and from all damages resulting from accidents where the Company's equipment or its operation is deemed an obstruction or otherwise to have caused or contributed to as accident.
- G. In the event that the customer requests the Company to provide maintenance or replacement service to or to install, move, remove, or rearrange equipment at locations other than the Company's service centers specified by the Company pursuant to Item 216.B hereof, or to do all or any of such work at or away from such service centers during other than normal operating hours of the Company personnel who perform the aforesaid work, then the customer shall reimburse the Company for all costs incurred by the Company in doing such work which are in excess of the costs which would have been incurred by the Company had the said work been performed by the Company at one or more of the aforesaid service centers of the Company or during normal operating hours of the personnel of the Company doing such work.
- H. The customer agrees to provide the stable primary power specified by the Company necessary for the operation of the leased equipment.
- I. The customer shall not divulge or permit anyone else to divulge, either directly or indirectly, any information which may be acquired by virtue of the customer having entered into this contract unless authorized by any person or agency having lawful jurisdiction, and the customer shall indemnify, protect, and save harmless the Company against and from any legal action arising out of any divulgence of information.
- J. In consideration of the Company installing and maintaining its equipment in accordance with the provisions of the contract the customer agrees to indemnify, protect and save harmless the Company from any and all claims, demands, damages, costs, suits and liability arising out of the use by the customer of the Company's equipment and from any malfunction, error or interruption of transmission whereby adjacent or auxiliary equipment is activated or whereby other equipment is damaged or destroyed or loss of service is sustained.
- K. The customer understands that the Company will not provide service until the customer has obtained a licence from the Department of Communications of the Government of Canada in accordance with the provisions of the Radio Act and the Regulations made thereunder. The customer further agrees to pay all costs of licencing and to reimburse the Company for all expenses incurred in assisting the customer to obtain a licence.

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Item 218 H. to K. transferred from Page 822.  
See Page 41 for explanation of symbols.

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Item 218 H. to K. transferred from Page 821.  
See Page 41 for explanation of symbols.

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