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General Terms of Service

ITEM General

101.0	Description of the General Terms of Service and the Company Tariff	F
101.1	The Canadian Radio-television and Telecommunications Commission ("CRTC") is the federal regulatory body which regulates TELUS Communications Company ("TCC").	
101.2	These General Terms of Service bind both the Company and the Company's customers. These General Terms of Service are subject to revisions from time to time as approved by the CRTC and as published in the Company Tariff.	
101.3	These General Terms of Service define the basic rights and responsibilities of the Company and the Company's customers with respect to all services, facilities and equipment contained in the Company Tariff.	
101.4	For the purposes of these General Terms of Service and the Company Tariff, the customer is the person or business whose name appears on a Company bill.	
101.5	These General Terms of Service are part of the Company Tariff. The Company Tariff also contains:	
	(a) descriptions of services, facilities and equipment offered by the Company,	
	(b) rates for those services, facilities and equipment, and	
	(c) terms of service which apply only to specific services, facilities and equipment.	
	The complete Company Tariff is available for public viewing at Company Customer Relations offices.	
101.6	Services offered by the Company under the Company Tariff are subject to the terms and conditions contained in:	
	(a) these General Terms of Service, and	
	(b) applicable provisions of the Company's tariffs.	
101.7	Where the Company Tariff contains terms of service which apply only to specific services, facilities or equipment, those specific terms of service override corresponding parts of these General Terms of Service that are inconsistent with those specific terms.	
101.8	The Company and the customer may agree in writing to additional terms of service, as long as those additional terms of service do not conflict with these General Terms of Service or the Company Tariff.	

General Terms of Service - Continued

ITEM	General - Continued	
102.0	Effective Date of Changes to the General Terms of Service or the Company Tariff	F
102.1	Before changes to these General Terms of Service or the Company Tariff can take effect, they must be authorized by the CRTC.	
102.2	Changes to these General Terms of Service and the Company Tariff go into effect on the effective date authorized by the CRTC.	
102.3	When rate increases or decreases are authorized by the CRTC, the Company must adjust customer accounts as of the effective date. Customers must pay the new rate whether or not they were notified of the change. In addition, customers must pay the new rate even if they were billed at the old rate or paid at the old rate.	
102.4	Despite the general rule in Item 102.3, when there is a rate increase, except for an increase in monthly or other periodic rates, the customer will pay the lower rate if:	
	(a) the Company agreed to provide service by a certain date and did not do so,	
	(b) the Company's failure to provide service by that date was not caused by the customer, and	
	(c) the rate increases went into effect between the date service should have been provided and the date it was actually provided.	

General Terms of Service - Continued

ITEM	The Company's Obligations And Responsibilities	F
103.0	The Company's Obligation to Provide Service	
103.1	The Company must provide service to all customers who apply except when:	
	(a) the customer applying for service owes money to the Company, other than as a guarantor, and refuses to pay the amount owed or refuses to make payment arrangements acceptable to the Company,	
	(b) the customer applying for service does not provide a deposit or deposit alternative if required under Item 112.1,	
	(c) the Company cannot acquire or maintain the equipment, facilities, rights-of-way, rights-of-access, or space in or on buildings that are necessary to provide service, or	
	(d) the customer applying for service does not carry out the customer's responsibilities in Item 105.1 before service begins.	
103.2	If the customer asks for a written explanation of a refusal to provide service, the Company must provide the written explanation within a reasonable amount of time.	

General Terms of Service - Continued

ITEM	The Company's Obligations And Responsibilities - Continued	F
104.0	What the Company Provides, Maintains and Repairs	
104.1	The Company provides service to the customer at the Service Provider Demarcation Point. The Service Provider Demarcation Point is also referred to as the "Network Interface Demarcation Point" in other parts of the Company Tariff.	
104.2	The Service Provider Demarcation Point is provided by the Company. It is located at the point at which the Company's facilities end and the customer's facilities begin. In most cases the Service Provider Demarcation Point will be located at the customer's premises. Former TCI General Tariff (CRTC 18001), Items 25 and 26 establish the rules for the location of the Service Provider Demarcation Point (or alternatively, the Customer Connection Point) in Alberta. TCBC General Tariff (CRTC 1005), Item 97 establishes the rules for the Service Provider Demarcation Point in British Columbia.	
104.3	The Company will provide, install, maintain and repair all facilities and equipment necessary to extend service through the Company's telecommunications network up to and including the Service Provider Demarcation Point unless an agreement between the customer and the Company provides otherwise.	
104.4	The Company must maintain and repair Company facilities and equipment at no charge to the customer unless: (a) the maintenance or repair is required for reasons other than normal wear and tear, (b) the customer asks that the maintenance or repair be done outside of normal business hours, or (c) the Company Tariff or a special agreement allow the Company to charge.	
104.5	The Company has no obligation to maintain or repair facilities or equipment owned by the customer. However, if the customer asks, the Company may provide maintenance and repair service to the customer's facilities and equipment according to the terms in the Company Tariff.	

General Terms of Service - Continued

ITEM Customer's Obligations And Responsibilities

105.0 Customer's Responsibilities Before Service Begins

105.1 Before service begins, the customer must:

- (a) apply to the Company for service, F
- (b) provide a location for the Service Provider Demarcation Point suitable to the Company, |
- (c) allow the Company to enter the customer's property and premises in order to provide, install, maintain or repair the Company facilities and equipment which will be connected to the customer's facilities and equipment at the Service Provider Demarcation Point, |
- (d) agree to pay any unusual costs and expenses that are necessary to construct, install or acquire equipment, facilities, rights-of-way, rights-of-access or space in or on buildings that are necessary to extend service through the Company's telecommunications network up to and including the Service Provider Demarcation Point, and |
- (e) either provide or agree to pay the Company for all trenching, backfilling, poles, conduits or other facilities which the Company requires to extend Company facilities from the customer's property line to the Service Provider Demarcation Point. |

General Terms of Service - Continued

ITEM Customer's Obligations And Responsibilities - Continued

106.0 Customer's Ongoing Responsibilities

- 106.1 The customer must supply all facilities and equipment including, for example, all wiring inside the customer's premises and all telephone terminal equipment, necessary to connect the customer's facilities and equipment to the Company's telecommunications network at the Service Provider Demarcation Point. F
- 106.2 The customer must make sure that all facilities and equipment which the customer connects to the Service Provider Demarcation Point meet the technical standards contained in the Industry Canada Certified Standards. Customers should refer to former TCI General Tariff (CRTC 18001), Item 110, Attachments, and TCBC General Tariff (CRTC 1005), Item 200, Terminal Attachment Program, for complete terms and conditions regarding attachments to Company facilities and equipment. The Industry Canada Certified Standards and the Company Tariff are available for public viewing at Company business offices. |
- 106.3 Customers must make sure that there is safe and reasonable access to the Service Provider Demarcation Point at all times.
- 106.4 Customers must change their facilities or equipment, or any other facilities or equipment connected at the Service Provider Demarcation Point, if the Company determines that the facilities or equipment could or do: |
- (a) cause harm to the operation of Company facilities or equipment, even if the customer's facilities or equipment meet the Industry Canada Certified Standards described in Item 106.2, |
 - (b) cause interference with service provided to other customers, or
 - (c) cause a hazard or danger to the public or Company employees. |
- 106.5 When electrical power is required to provide service to the customer, the customer must supply the power at no charge to the Company. |

General Terms of Service - Continued**ITEM Customer's Obligations And Responsibilities - Continued****107.0 Restrictions on Use of Telephone Service or Other Company Services F**

107.1 Customers are responsible to make sure that the services provided to them by the Company are not used: |

- (a) for an illegal purpose,
- (b) in an illegal manner,
- (c) to make annoying or offensive calls, or
- (d) in any way which prevents other customers from being able to fairly and proportionately use the services provided by the Company. |

107.2 The Company may, at any time, limit the use of any services provided to a customer or group of customers in order to ensure that fair and proportionate use is available to all Company customers. |

107.3 No customer or any other person may directly or indirectly charge any person for the use of any Company service unless authorized by specific Items in the Company Tariff or by written agreement with the Company. |

107.4 No customer or any other person may re-arrange, disconnect, remove, repair, or otherwise interfere with any Company facilities or equipment except: |

- (a) in cases of emergency,
- (b) in any case specified in these General Terms of Service or the Company Tariff, or
- (c) by written agreement with the Company. |

General Terms of Service - Continued

ITEM Customer's Obligations And Responsibilities - Continued

108.0 Customer's Responsibility for Charges

108.1 The customer must pay all applicable monthly charges in advance. Other periodic charges and applicable service charges must be paid in accordance with the Company Tariff. The customer must also pay for all calls: F

- (a) placed from the customer's telephone,
- (b) placed through the Service Provider Demarcation Point at which the customer receives service,
- (c) received at the customer's telephone or through the Service Provider Demarcation Point where the charges have been accepted by a person receiving the call, or
- (d) charged to the customer's telephone number (or customer's Company account), the customer's Company Calling Card or to the customer through other credit arrangements approved by the Company.

The customer must pay for these calls regardless of whether the person who placed the call, accepted the charges or charged the call had the customer's permission to do so.

108.2 The Company's agreements with other telephone companies may require the Company to bill for services provided by those companies to the Company's customers. If those services, or any facilities or equipment used to provide those services, are subject to sales tax, the Company may add the sales tax to the customer's bill and it is the customer's responsibility to pay the amount of the sales tax as part of a Company bill.

108.3 If any level of government passes a law that requires the Company to collect taxes from customers on any basis, the Company may add the tax to the customer's bill. It is the customer's responsibility to pay the amount of the tax as part of a Company bill.

General Terms of Service - Continued

ITEM Customer's Obligations And Responsibilities - Continued

109.0 Customer's Responsibility for Previously Unbilled or Underbilled Charges

109.1 The customer is not responsible for paying an unbilled or underbilled portion of a charge unless:

- (a) in the case of a monthly or other periodic charge, or a charge for an international long distance message, the Company correctly bills the charge within one year from the date it was incurred, or
- (b) in the case of a charge other than a monthly or other periodic charge, the Company correctly bills the charge within 150 days from the date it was incurred.

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109.2 If the customer is unable to immediately pay the full corrected amount owing, the Company must attempt to negotiate a deferred payment arrangement.

109.3 If the customer has intentionally deceived the Company regarding an unbilled or underbilled charge, the Company may bill the customer for that charge, even if the time limits in Item 109.1 have passed, and may charge interest from the date that the charge would have been overdue if it had been billed correctly.

General Terms of Service - Continued

ITEM Customer's Obligations And Responsibilities - Continued

110.0 Minimum Charge for the Minimum Contract Period and Cancellation Before Service Begins

- 110.1 The normal minimum contract period for Company services is one month commencing from the date the service is provided. However, the Company Tariff may specify a longer minimum contract period for some services and customers may agree to a longer minimum contract period where special construction is necessary or special assemblies are installed. F |
- 110.2 If service is terminated by the Company, or cancelled by the customer, during the minimum contract period, the customer is still responsible to pay the full rate for the minimum contract period. |
- 110.3 If the customer cancels the request for service or asks that the start of service be delayed before installation work has begun, the Company shall not charge the customer for the service. |
- 110.4 For the purpose of these General Terms of Service, installation work has begun when:
- (a) the customer has told the Company to proceed, and |
 - (b) the Company has incurred any costs specifically related to providing the service to the customer. |
- 110.5 If the customer cancels the request for service or asks that the start of service be delayed after installation work has begun but before service has started, the Company will charge the customer the lower of the following two amounts: |
- (a) the rate for the minimum contract period plus the rate to establish service, or
 - (b) the Company's estimated costs of installation minus estimated net salvage. The estimated costs of installation include: |
 - the cost of unsalvaged equipment and materials specifically provided or used for the installation,
 - the cost of labour,
 - engineering costs,
 - supply expense,
 - supervision costs, and
 - any other expenses resulting from the installation and removal work.

General Terms of Service - Continued**ITEM Customer's Obligations And Responsibilities - Continued****111.0 Payment Time Limits and Late Payments**

- 111.1 All charges shown on the customer's bill are due on or before the due date shown on the bill. If the customer's bill is lost or the customer does not receive the bill, the customer is still responsible for making the required payment to the Company. The Company will begin collection procedures immediately when an account becomes past due. Suspension procedures will begin as soon as they are allowed by Item 115.2(a).
- 111.2 Pursuant to Telecom Regulatory Policy CRTC 2009-424, late payment charges are forborne from CRTC regulation. Late payment charges will be calculated as set out on the customer's invoice or at <http://about.telus.com/publicpolicy/rates.html>.
- 111.3 If the customer disputes a charge, the charge cannot be considered past due unless the Company has reasonable grounds for believing that the only reason for the dispute is to evade or delay payment.
- 111.4 If at any time the Company considers that the customer's charges are significantly higher than normally expected and the customer presents an abnormal risk of loss to the Company, the Company may demand that the customer pay the charges within three days. The Company must provide the customer with details of the services and charges in question at the time the Company demands payment. In extreme circumstances, the Company may demand that the customer pay the charges immediately, provided that there is substantial likelihood of loss to the Company. In that case the Company must provide the customer with details of the services and charges in question as soon as possible.

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General Terms of Service - Continued

ITEM	The Company's Rights	F
112.0	Deposits and Deposit Alternatives from Customers	
112.1	The Company may require a deposit from a customer only in the following circumstances:	
	(a) before service is provided, if the customer has no credit history with the Company and does not provide proof of creditworthiness satisfactory to the Company,	
	(b) if the customer has an unsatisfactory credit rating with the Company resulting from payment practices in the previous two years for the Company services, and does not provide current proof of creditworthiness satisfactory to the Company, or	
	(c) if the customer clearly presents an abnormal risk of loss.	
112.2	The Company must not require a customer to pay a deposit or provide a deposit alternative in an amount which is greater than all anticipated charges, including long distance charges, for three months of service.	
112.3	If the Company requires a deposit, it must tell the customer why the deposit is required and also tell the customer of the possibility of providing an alternative to a deposit, such as:	
	(a) a written guarantee from another person whose creditworthiness has been established to the Company's satisfaction,	
	(b) a bank letter of credit,	
	(c) an arrangement for payment of the customer's account by another person whose creditworthiness has been established to the Company's satisfaction, or	
	(d) any other alternative proposed by the customer that is reasonable in the circumstances.	
112.4	The amount of any deposit required by the Company may be reduced if the customer requests that the Company block all long distance calls originating through the Service Provider Demarcation Point.	
112.5	Deposits earn interest during the six month period following January 1 and July 1 each year at a rate equal to the rate established on those dates for daily interest savings accounts at the Bank of Montreal or any equivalent Canadian financial institution.	
112.6	Interest on deposits will be credited to the customer's bill each month.	
112.7	The Company must show the amount of the customer's deposit on the customer's monthly bill.	

General Terms of Service - Continued		
ITEM	The Company's Rights - Continued	F
112.8	The Company must review the continued appropriateness of deposits and alternative arrangements at six month intervals. When service is terminated or the conditions which originally justified them are no longer present, the Company must promptly refund the deposit, with interest, or return the guarantee or other written undertaking, retaining only any amount then owed to it by the customer.	
112.9	When service is terminated or cancelled:	
	(a) The Company may apply any portion of the deposit and accrued interest against any of the customer's unpaid charges and will return the unused balance of the deposit, with accrued interest, to the customer, or	
	(b) The Company may use a written guarantee or other deposit alternative to arrange for payment of any portion of the customer's unpaid charges and upon such payment return any written guarantee or other deposit alternative to the customer.	

General Terms of Service - Continued**ITEM The Company's Rights - Continued****113.0 Company-Initiated Changes in Telephone Numbers or Service Arrangements**

113.1 The Company has the right to change its telecommunications network at any time. Because a customer's telephone service is located within a particular area of the network, changes to the network might mean that a customer will be placed in a different "Local Service Area", "Exchange Area" or "Base Rate Area". This might result in rate changes to the customer or a change to the customer's telephone number. Telephone numbers may also be changed for technical reasons or if different telephone numbers are designated to the Company by another authority.

113.2 Customers do not have any property rights or any other rights to any telephone numbers designated for them whether or not the telephone number is published in a telephone directory.

113.3 The Company may change the telephone number designated for a customer if the Company has:

- (a) reasonable grounds for changing it and gives the customer reasonable advance written notice stating the reason for and the anticipated date of the change, or
- (b) in cases of emergency, given the customer verbal notice, which must be followed by a written explanation as soon as possible.

113.4 If the Company changes a customer's telephone number and the customer did not request the change, the Company must intercept all calls made to the customer's old number and advise the caller of the customer's new number. The Company will provide this service without charge until one of the following happens:

- (a) the customer's service is cancelled or terminated, or
- (b) updated telephone directories showing the new number are published.

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113.5 The Company is not liable for any damages resulting from changes to telephone numbers, "Local Service Areas", "Exchange Areas" or "Base Rate Areas".

General Terms of Service - Continued

ITEM	The Company's Rights - Continued	F
114.0	The Company's Right to Enter the Customer's Property and Premises	
114.1	The customer agrees to allow the Company to enter the customer's property or premises at any reasonable hour in order to:	
	(a) install, inspect, repair or remove Company facilities or equipment,	
	(b) inspect and perform necessary maintenance or other necessary function, in cases where the customer's facilities or equipment are causing disruptions to the Company's telecommunications network,	
	(c) disconnect facilities or equipment described in Item 106.4 where the customer has failed within a reasonable amount of time under the circumstances to change the facilities or equipment, or	
	(d) collect proceeds from pay telephones.	
114.2	Before entering the customer's premises, the Company must obtain permission from the customer or other responsible person who is at the premises and who reasonably appears to have authority to permit entry.	
114.3	Items 114.1 and 114.2 do not apply in the following circumstances. The Company may enter the customer's property or premises at any time, without permission from the customer:	
	(a) in cases of emergency,	
	(b) where entry is permitted by order of a court or administrative tribunal of competent jurisdiction, or	
	(c) where the Company is otherwise legally empowered to enter.	
114.4	Upon request, the Company's agents or employees must show valid Company identification before entering the customer's premises or at any time while on the customer's property.	

General Terms of Service - Continued

ITEM	The Company's Rights - Continued	F
115.0	Restrictions on the Company's Right to Suspend and Terminate Service	
115.1	Suspension of service occurs when the Company prevents calls from being made or completed through the Service Provider Demarcation Point. Termination of service occurs when the Company prevents calls from being made or completed through the Service Provider Demarcation Point and removes the customer's account from the list of active accounts.	
115.2	The Company may suspend or terminate a customer's service only if the customer: (a) fails to pay a past due account for which the customer is responsible if it exceeds \$50 or has been past due for more than two months, (b) fails to provide or maintain a reasonable deposit or deposit alternative when required to do so according to Item 112.1, (c) fails to make a payment under a deferred payment arrangement, (d) repeatedly fails to allow the Company to enter the customer's property or premises as required by Item 114.1, (e) uses or allows others to use any Company services in a way that prevents fair and proportionate use by others, (f) uses or allows others to use any Company services illegally or to make annoying or offensive calls, (g) interferes with Company facilities or equipment contrary to Item 107.4, (h) charges any other person for the use of any Company service contrary to Item 107.3, (i) fails to pay charges immediately upon the Company's request where extreme circumstances exist (as set out in Item 111.4), (j) refuses to allow the Company to make tests and inspections which the Company considers necessary to determine whether the customer is complying with these General Terms of Service or the Company Tariff, (k) fails to change facilities or equipment which do or may cause harm, danger or interference as required by Item 106.4, (l) is a company which becomes bankrupt or has a receiver or receiver-manager appointed to govern the customer's affairs, or	
115.3	The Company may suspend or terminate a customer's message toll services if the customer fails to pay the Company for the charges of an alternate provider of long distance service that are not disputed and that are: (a) purchased by the Company from the alternate long distance service provider, or (b) billed by the Company on behalf of the alternate long distance service provider.	

General Terms of Service - Continued

ITEM	The Company's Rights - Continued	F
115.4	The Company may not suspend or terminate a customer's service: (a) because the customer fails to pay charges that are not authorized by the CRTC, (b) because the customer fails to pay charges for a different class of service at different premises, or for service in the name of another customer, including failure to pay the account of another customer as a guarantor, (c) if the customer agrees to and honours a reasonable deferred payment arrangement (where the reason for the proposed suspension or termination is failure to pay), or (d) if the customer disputes the proposed suspension or termination, as long as the customer continues to pay undisputed amounts owing to the Company and the Company does not have reasonable grounds for believing that the purpose of the dispute is to evade or delay payment.	
115.5	Within a reasonable amount of time before the Company suspends or terminates service, the Company must contact the customer and give the customer the following information: (a) the reason for the proposed suspension or termination, (b) the amount owing (if any), (c) the scheduled suspension or termination date, (d) notice that the customer will have to re-apply for service after the termination date, (e) notice that a reasonable deferred payment arrangement can be entered into (where the reason for the proposed suspension or termination is failure to pay), (f) the amount of any charge to re-establish service, (g) the telephone number of a company representative with whom any dispute may be discussed, and (h) notice that disputes unresolved with this representative may be referred to a senior Company manager. If repeated efforts to contact the customer have failed, the Company must deliver the information to the customer's billing address by leaving it at that address or by sending it by facsimile or other electronic document transmission where possible. For the purposes of Item 115.5, reasonable advance notice for the suspension or termination of the service of a customer that is a competitor will generally be at least 30 days.	

General Terms of Service - Continued

ITEM	The Company's Rights - Continued	F
115.6	In addition to the information which must be given to the customer under Item 115.5, the Company must, at least 24 hours prior to suspension or termination, inform the customer, or another responsible person at the customer's premises, that suspension or termination is imminent, except if: (a) repeated efforts to contact the customer have failed, (b) immediate action must be taken to protect the Company or other persons from harm resulting from the customer's facilities or equipment, or (c) the suspension or termination occurs because the customer fails to pay when required by the Company in Item 111.4 (when the customer's charges are significantly higher than normally expected).	
115.7	Unless the customer consents or there are exceptional circumstances, the Company may suspend or terminate service only on business days between 8 a.m. and 4 p.m. If the business day precedes a non-business day, suspension or termination must not occur after 12 o'clock noon.	
115.8	If the Company suspends or terminates the customer's service, the customer must still pay any amount owed to the Company.	
115.9	The Company must re-establish service, as soon as possible, if: (a) the reasons for suspension and termination no longer exist, or (b) a deferred payment arrangement has been agreed to.	
115.10	If service is re-established after the suspension but prior to termination, the customer will automatically retain the same telephone number (unless within that time the Company notifies the customer that it needs to change the number as described in Item 113.3).	
115.11	If the Company suspends or terminates a service, the Company may only charge the customer for that portion of the applicable monthly or other periodic charge which represents the period of time up to the suspension or termination date except when the minimum charge for the minimum contract period applies.	

General Terms of Service - Continued

ITEM	The Company's Rights - Continued	F
115.12	If the customer's service was suspended or terminated improperly or by mistake, the Company must re-establish the service during business hours on the next business day at the latest. If exceptional circumstances prevent the Company from re-establishing service on the next business day, the Company must re-establish service as soon as possible. In either case, the Company must not charge to re-establish service.	
115.13	If service is terminated: (a) the customer must return to the Company all equipment rented or leased from the Company which was used by the customer for that service. If the customer fails to return the equipment to the Company in satisfactory condition, the Company will charge the customer for the purchase of the equipment, and (b) the customer will have to re-apply for service in order for service to be re-established and the customer will not necessarily be designated the same telephone number.	

General Terms of Service - Continued		
ITEM	Customer's Rights	
116.0	Telephone Directories	F
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116.2	Reserved for future use.	
116.3	Reserved for future use.	
116.4	Reserved for future use.	
116.5	Reserved for future use.	
116.6	The contents of the Company's directories may not be published or reproduced in any form without the Company's written consent.	

General Terms of Service - Continued**ITEM Customer's Rights - Continued****117.0 Telephone Directory Errors and Omissions**

117.1 The Company's liability for any damages arising from errors or omissions in the customer's white or yellow page standard listings, whether or not the error or omission is with regard to a telephone number, is limited to making a refund or cancelling any charge associated with such listing for the period during which the error or omission occurred. However, where the error or omission was caused by the Company's negligence, the Company will also be liable to compensate the customer up to the maximum amount calculated according to Item 124.2.

117.2 If telephone directories contain an error in the customer's telephone number, the Company must, without charge, subject to central office facility availability, intercept all calls made to the incorrectly listed number and advise the caller of the customer's correct number until one of the following happens:

- (a) the customer's service is cancelled or terminated, or
- (b) updated telephone directories showing the new number are published.

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General Terms of Service - Continued**ITEM Customer's Rights - Continued****118.0 Refunds in Cases of Service Problems**

- 118.1 Where there are omissions, interruptions, delays, errors or defects in transmission, or failures or defects in the Company's facilities or equipment, the Company will, on request, refund that part of the customer's fixed monthly charge (or other periodic charge) for the service, which is proportionate to the length of time the problem existed. F
- 118.2 The Company is not liable for any damages arising from omissions, interruptions, delays, errors or defects in transmission, or failures or defects in Company facilities or equipment, unless they were caused by the Company's negligence, in which case the Company, in addition to the amount in Item 118.1, will be liable to compensate the customer an amount calculated according to Item 124.2. |

General Terms of Service - Continued

ITEM Customer's Rights - Continued

119.0 Confidentiality of Customer Records

119.1 All information which the Company has about the customer is confidential except: F

- (a) the customer's name, address and telephone number listed in the Company telephone directory, and
- (b) the customer's name, address and telephone number available through directory assistance.

119.2 Customers may request that their name, address and telephone number:

- (a) not be published, in which case they will not be listed in any Company telephone directory and will not be available through directory assistance, or
- (b) not be listed in any Company telephone directory but still be made available through directory assistance.

The Company will charge customers for these services.

119.3 For the purposes of disclosure of confidential customer information, the customer is the person or business whose name appears on a Company bill. If the customer is an incorporated company, the customer is the company or any person who in the reasonable judgement of the Company is an agent of the company authorized to receive and consent to release of confidential information.

119.4 The Company may also release to a law enforcement agency, in accordance with the terms of a tariff approved by the CRTC, the identity of the service provider, but not the name of the customer, associated with a specific telephone number.

General Terms of Service - Continued

ITEM Customer's Rights - Continued

119.5 Unless a customer provides express consent or disclosure is pursuant to a legal power, all information kept by the Company regarding the customer, other than the customer's name, address and listed telephone number, is confidential and may not be disclosed by the Company to anyone other than:

- (a) the customer;
- (b) a person who, in the reasonable judgement of the Company, is seeking the information as an agent of the customer;
- (c) another telephone company, provided the information is required for the efficient and cost effective provision of telephone services and disclosure is made on a confidential basis with the information to be used only for that purpose;
- (d) 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;
- (e) an agent retained by the Company to evaluate the customer's creditworthiness or in the collection of the customer's account, provided the information is required for and is to be used for that purpose;
- (f) a public authority or agent of a public authority, if in the reasonable judgement of the Company it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information;
- (g) a 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 the information; or
- (h) 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.

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Express consent may be taken to be given by a customer where 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 the Company; or
- (vi) consent through other methods, as long as an objective documented record of customer consent is created by the customer or by an independent third party.

General Terms of Service - Continued

ITEM Customer's Rights - Continued

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| 119.6 | Despite the restrictions in Item 119.5, the Company may disclose confidential customer information if: | C
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| | (a) the customer provides express consent, | |
| | (b) the Company is ordered to disclose the information by a court or administrative tribunal of competent jurisdiction, or | |
| | (c) the Company is otherwise legally empowered to disclose the information. | |
| 119.7 | The Company's liability for unauthorized disclosure of confidential customer information is not limited by Items 124.2 or 124.3. | |
| 119.8 | The customer may request that the Company provide any information in the Company's possession regarding that customer's service, and the Company shall provide the information requested if: | |
| | (a) the customer has given the Company sufficient advance notice and detail of the information sought to allow the Company to comply with the request, and | |
| | (b) in a case where the Company would incur unusual expense to provide the information, the customer agrees to reimburse the Company for those costs. | |
| 119.9 | Customers may ask the Company to block the recording or display of their name, address and telephone number on equipment used by other customers of the Company and other telecommunications customers pursuant to the terms and conditions specified in Item 300, Call Management Services, with respect to the provision of call blocking. | |

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General Terms of Service - Continued**ITEM Customer's Rights - Continued****120.0 Overbilled Charges and Charges That Should Not Have Been Billed**

120.1 In the case of a recurring charge that should not have been billed or that was over-billed, a customer must be credited with the excess back to the date of the error subject to applicable limitation periods provided by law. However, a customer who does not dispute the charge within one year of the date of an itemized statement which shows that charge correctly, loses the right to have the excess credited for the period prior to that statement.

120.2 Non-recurring charges that should not have been billed or that were overbilled must be credited, provided that the customer disputes them within 150 days of the date of the bill.

120.3 Prior to the Company crediting the customer's account under Item 120.1 or 120.2 the Company must determine, either on the basis of its own records or on the basis of the customer's records that the customer was overbilled or was billed for a charge that should not have been billed.

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120.4 If the customer's account is so credited, the Company must also credit the customer's account with interest on the amount of the credit. Interest will be calculated from the date of the customer's payment of the charge to the date that the credit is applied to the customer's account. The interest rate will be the average interest rate payable on deposits that applied between the date of the payment of the charge and the date of the credit.

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General Terms of Service - Continued**ITEM Customer's Rights - Continued****121.0 Dispute Procedure**

121.1 The customer may dispute charges shown on the customer's bill or any other matter by following the dispute procedures set out in the introductory pages of the white pages telephone directory.

121.2 If the customer disputes any charges, the customer must still pay all undisputed charges.

121.3 If the customer is notified that telephone service will be suspended or terminated by the Company, the customer may dispute the suspension or termination by:

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- (a) telephoning a company representative at the telephone number provided at the time the customer is notified of the suspension or termination, or
- (b) following the dispute procedures set out in the introductory pages of the white pages telephone directory.

121.4 The Company must promptly investigate all disputes and advise the customer of the results.

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General Terms of Service - Continued

ITEM Customer's Right- Continued

ITEM 122.0 Cancellation of Service by the Customer

122.1 The customer may cancel a service at any time as long as reasonable advance notice is given to the Company. If service is cancelled after the minimum contract period, the customer must pay for service up to the cancellation date.

Notwithstanding the paragraph above, for individual and small-business customers of retail services, cancellation takes effect on the day that the Company receives notice of the cancellation or at the date specified by the customer. Refunds will be pro-rated based on the number of days left in the last monthly billing cycle after cancellation.

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122.2 When a customer cancels a service at one location in the Company's ILEC operating territory, intercept of all calls made to the customer's old telephone number may be referred to the customer's new telephone number for a limited period, either free of charge (for both residential and business numbers) or chargeable (for business numbers only), as specified in Tariff CRTC 21461, Item 1000 - Call Intercept Service.

General/Terms of Service

Section I

	General Terms of Service - Continued	N
ITEM	Customer's Right- Continued	
ITEM		
122.0	Cancellation of Service by the Customer - Continued	
122.3	When a service is cancelled, the customer must return to the Company all equipment rented or leased from the Company which was used by the customer for that service. If the customer fails to return the equipment to the Company in satisfactory condition, the Company will charge the customer for the purchase of the equipment.	M
122.4	When a customer cancels a service or a contract which has a minimum contract period greater than one month, the customer must pay the termination charges specified in the Company Tariff or the contract, or where such charge is not specified, a termination charge of one half of the charges remaining for the remaining part of the minimum contract period. The cancellation date is effective when the customer pays the termination charge.	

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General Terms of Service - Continued

ITEM Customer's Rights - Continued

122.5 Despite Item 122.4 and Item 110.2 (minimum charge for minimum contract period), when cancellation of service occurs as a result of the circumstances listed below, applicable termination charges will not apply and the customer is responsible only for charges for service to the cancellation date:

- (a) In the event of the death of the customer, the cancellation date is the date the Company is notified of the death. F |
- (b) If the customer's premises are destroyed by causes beyond the customer's control, the cancellation date is the date the Company is notified of the destruction. |
- (c) If a change to the "Local Service Area", "Exchange Area" or "Base Rate Area" affects the customer's service, the cancellation date is the date the Company is notified that the customer wishes to cancel service. |
- (d) If the tariff or contract for Company services expressly provides for waiver of termination charges subject to certain conditions, which may include replacement of the Company service with another Company service, and those conditions are satisfied. If, pursuant to the tariff or contract, the termination charge is waived as a result of the customer replacing a Company service with another Company service, the cancellation date is the date of the replacement. |
- (e) If the customer's service is taken over without lapse by a new customer at the same location, the cancellation date for the original customer is the date of take over. |

In the above cases the minimum charge for the minimum contract period and applicable termination charges will not apply. Instead, the customer is responsible only for the charges for service to the cancellation date.

122.6 If a directory listing service is cancelled by a customer or the customer moves to another location and a specific charge applies for a directory listing, the cancellation date is effective on the later of the date of the service cancellation or the date the Company is notified of the move. The customer is still responsible to pay the full amount of the specific charge for the greater of one month or until reference of call service is no longer provided, unless the directory listing for which the specific charge applies has not been published in a directory. |

General Terms of Service - Continued**ITEM Customer's Rights - Continued**

122.7 When a customer has service and another person ("joint user") obtains an additional directory listing for the same service and a specific charge applies for that additional directory listing, a one month charge for the joint user's directory listing will apply after the date the joint user notifies the Company of the joint user's move to another location. F

122.8 Despite Items 122.6 and 122.7, in the event of the death of the customer or any joint user or when either acquires separate telephone service, the minimum charge of one month for the directory listing will not apply. Instead, the cancellation date for directory listing service is effective from the date the Company is notified of the death or from the date of the commencement of the separate service. The customer is responsible only for the specific directory listing charge to the cancellation date. |

General Terms of Service - Continued

ITEM Liabilities

123.0 Customer's Liability

- 123.1 If Company facilities or equipment are presently located or are to be installed on property or premises occupied but not owned by the customer (for example, when the customer is renting or leasing the property or premises), the customer: F
- (a) warrants that he/she has the consent of the owner to place such facilities or equipment on the property or premises, and
 - (b) shall indemnify and save harmless the Company from any and all actions, causes of action, claims, demands or lawsuits arising from or consequent upon any lack of consent. |
- 123.2 The customer shall indemnify and save harmless the Company from any and all actions, causes of action, claims, demands or lawsuits arising out of the circumstances listed in Item 124.4. |
- 123.3 If any Company facilities or equipment located on the customer's property or premises are damaged or destroyed other than through normal wear and tear or by persons or causes other than the Company itself, the customer shall pay to the Company the cost of restoration or replacement of the Company facilities and equipment which were damaged or destroyed. |
- 123.4 If any Company facilities or equipment are damaged or destroyed by or through the operation of any of the customer's facilities or equipment, the customer shall pay to the Company the cost of restoration or replacement of Company facilities and equipment which were damaged or destroyed. |
- 123.5 If the operation of any of the customer's facilities or equipment causes disruption in Company service to any other person, the customer shall indemnify and save harmless the Company from any and all actions, causes of action, claims, demands or lawsuits arising out of the disruption of service. |

General Terms of Service - Continued

ITEM Liabilities - Continued

124.0	Limitation of the Company's Liability	F
124.1	Despite any limitation of liability set out in these General Terms of Service, the Company's liability is not limited by these General Terms of Service in cases of deliberate fault, gross negligence or anti-competitive conduct on the part of the Company or in cases of breach of contract where the breach results from gross negligence of the Company.	
124.2	Except in cases where negligence on the part of the Company results in physical injury, death or damage to the customer's property or premises, the Company's liability for negligence, including negligence related to the interception and reference of calls, emergency service from pay telephones and breach of contract, is limited to the greater of \$20 and three times the amount refunded or cancelled in accordance with Item 117.1 and Item 118.1, as applicable.	
124.3	The Company is not liable for any damages arising out of continuation of the customer's listing in a telephone directory after suspension, termination or cancellation of the customer's service.	
124.4	The Company is not liable:	
	(a) for libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over the Company's telecommunications network from the customer's property or premises or recorded by the customer's equipment or the Company's equipment,	
	(b) for the infringement of patents arising from the combining or using of the customer's facilities or equipment with Company equipment or the Company's telecommunications network,	
	(c) for damages arising out of the act, default, neglect or omission of the customer in the use or operation of equipment provided by the Company,	
	(d) for damages arising out of the transmission of material or messages over the Company's telecommunications network on behalf of the customer, which is in any way unlawful, or	
	(e) copyright or trademark infringement, passing off or acts of unfair competition arising from directory advertisements furnished by a customer or a customer's directory listing, provided such advertisements or the information contained in such listings were received in good faith in the ordinary course of business.	

General Terms of Service - Continued

ITEM Liabilities – Continued

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| 124.5 | When facilities of other companies or telecommunications systems are used in establishing connections to or from customer-controlled facilities and equipment, the Company is not liable for any act, omission or negligence of the other companies or telecommunications systems. | F |
| 124.6 | The Company is not liable for any damages arising out of any act or omission of the Company permitted pursuant to Item 114.3 or Item 119.5, provided that the Company acted in good faith in accepting the court order or other legal power. | |
| 124.7 | The Company is not liable for any damages or injuries which may occur through lightning or other currents being carried over or through Company facilities or equipment. | |
| 124.8 | The Company's facilities and equipment are designed for and intended to be used for a variety of different services. If a customer uses the Company's facilities and equipment for purposes other than those for which the system is designed, or for services to which the customer has not subscribed, the Company is not liable for errors, omissions, interruptions, delays or defects in the transmission or for the quality of the transmission of those services. The Company is not responsible to grant any refund to the customer for any defects in those cases. | |
| 124.9 | The Company does not guarantee that a specific portion of the Company's telecommunications network will remain compatible with any of the customer's facilities or equipment. The Company is not liable if it changes a portion of its telecommunications network or any of its facilities or equipment. | |