

## SHAW CABLE - JOINT TERMS OF SERVICE

Updated January 31, 2020

### Introduction

#### Thank you for choosing Shaw!

By using or subscribing to any of Shaw's services\*, including its cable, Internet and/or digital phone services and any related services (collectively or individually, the "**Services**") provided by any of Shaw Cablesystems G.P., Shaw Telecom G.P. or its or their partners and/or associates (collectively, "**Shaw**"), you agree to the following terms and conditions of service (the "**Terms of Service**"):

These Terms of Service constitute the understanding between Shaw ("**Shaw**" or "**our**") and the customer ("you" or "your") subscribing to all or any of the Services. These Terms of Service govern the Services and any devices and/or equipment, including, without limitation, ethernet devices, digital cable terminals, digital video recorders and software used in conjunction with the Services ("**Equipment**"). You acknowledge that the Equipment may be purchased by you and become "**Your Equipment**" (as defined below under the heading "Equipment, Installation, Maintenance and Return Responsibilities") or be provided to you by Shaw under a rental arrangement, in which case the Equipment shall be referred to as the "**Rental Equipment**", and for clarity such rental arrangement forms part of the Services. By activating the Services, you acknowledge that you have read, understand and agree to these Terms of Service as set out below. Shaw recommends that you print a copy of these Terms of Service and the Acceptable Use Policy applicable to the Services to which you subscribe. If you are not an Internet service subscriber you may contact Shaw at any time to obtain a printed copy of these Terms of Service.

If you do not wish to be bound by these Terms of Service or any modifications which may be made by Shaw from time to time (as described in the following paragraph) do not activate or use the Services and immediately contact Shaw.

In addition to the terms contained in these Terms of Service, these Terms of Service are also subject to the terms and conditions set out in the Shaw Acceptable Use Policies applicable to the Services, and available at [www.shaw.ca](http://www.shaw.ca), or as may be required by statute or regulation.

#### **YOUR NON TERMINATION OR CONTINUED USE OF THE SERVICES AFTER THE EFFECTIVE DATE OF ANY CHANGES MADE TO THESE TERMS OF SERVICE CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS OF SERVICE AS MODIFIED BY SUCH CHANGES.**

The customer can obtain more information about the Services and these Terms of Service by contacting Shaw's customer services at the telephone number(s) shown on the front of your billing invoice or on-line at [www.shaw.ca](http://www.shaw.ca). You may also contact Shaw through Shaw's local branches listed in the Contact Us section on Shaw's web site at [www.shaw.ca](http://www.shaw.ca) or the telephone directory.

\*The details of the various Services packages, including other products and services offered by Shaw, can be found on our web site at [www.shaw.ca](http://www.shaw.ca). Shaw may, at its discretion, make changes to the Services from time to time, including changing Services fees or channel placement, introduce and/or substitute new basic and tier packages of Cable Services and change the Services in and prices of existing packages of Cable Services.

### Use of the Services

1. The Services may only be used in accordance with the Shaw Acceptable Use Policy applicable to such Services.
2. The Equipment, technology and/or processes provided to you may be subject to intellectual property rights reserved by Shaw or third parties. Nothing contained in these Terms of Service shall grant to you any right, license, title or ownership of, in or to any intellectual property rights of Shaw or any third party in such Equipment, technology or processes.
3. Shaw, the Shaw logo and certain product or service names are registered trade-marks or trade-marks of Shaw Cablesystems G.P. You agree not to copy, display or use in any manner any of Shaw's trade-marks without Shaw's express prior permission. Other product, information or company names mentioned in these Terms of Service may be the registered trade-marks or trade-marks of their respective owners.
4. Federal law provides severe civil and criminal penalties for the unauthorized reproduction, distribution or exhibition of copyrighted motion pictures and certain programming and Shaw shall not be liable for the same, nor is Shaw granting you any rights in that regard whatsoever.

### Content

Shaw does not warrant the condition or content of any programming you are able to view with Shaw's Cable Services or the content you are able to access on the Internet through the use of Shaw Internet Services. You acknowledge that there may be programming content or other content that you may find offensive and you agree

that your viewing and/or use of such content is at your own risk. Some programming and/or content may not be suitable for minors and you agree to supervise all minors whom you permit to view the programming and/or access the content from the Internet through your account with Shaw.

### **Service Interruption/Shaw's Right of Entry**

1. Shaw and/or its agents may interrupt and/or inspect the Rental Equipment and/or the Services at any time for any duration of time, without notice or liability to you, in order to install, inspect, repair, replace or perform necessary maintenance on the Rental Equipment, its facilities and/or network, or for other technical reasons as may be required.
2. You agree to provide Shaw access to the Rental Equipment (including reasonable access to the location the Services are provided ("**Service Location**") as may be reasonably necessary under the circumstances. Shaw's employees/agents will show identification prior to entering the Service Location. Shaw is only required to provide you reasonable notice if Shaw needs access inside the Service Location. If you are not the owner of the Service Location, it is your responsibility to obtain and maintain access rights for the purpose of enabling Shaw employees and/or agents to install, maintain and provide the Services at such Service Location.
3. You understand that the Services do not function in the event of a power failure and regardless of where the power failure arises. In addition, a power failure or disruption may require Shaw to reset or reconfigure the Rental Equipment, its facilities and/or network to reactivate the Services.

### **IMPORTANT:**

**Shaw does not warrant uninterrupted use of the Services and will not apply any rebate for service interruptions.**

### **Equipment, Installation, Maintenance and Return Responsibilities**

1. Shaw may install or cause to be installed the Rental Equipment in the Service Location. The Rental Equipment is provided for your use of the Services and will at all times remain the property of Shaw. You will not sell, lease, transfer or assign the Rental Equipment. You may use the Rental Equipment only at the Service Location address you have indicated to Shaw at the time you subscribe to the Services. You will not re-arrange, disconnect, remove, repair or otherwise interfere with the Rental Equipment nor will you relocate the Rental Equipment to another address without Shaw's prior written consent.
2. Rental Equipment provided by Shaw will be charged as part of the monthly Services fee, plus applicable taxes. Shaw may require you to pay a Rental Equipment deposit prior to providing you with the Rental Equipment. You agree to keep all of the Rental Equipment free and clear of any lien or encumbrance of any kind whatsoever. If you become aware that any lien or encumbrance has been placed on the Rental Equipment you are responsible to notify Shaw immediately and to assist Shaw in removing same.
3. You are responsible for the safekeeping of the Rental Equipment. If, while in your care, the Rental Equipment is damaged, lost or stolen you agree to pay Shaw the full cost, including the costs incurred by Shaw to recover, repair and/or replace the Rental Equipment. You hereby authorize Shaw to charge your account and process payment for all Rental Equipment charges, plus applicable taxes, using any of the payment methods accepted by Shaw for your account (including pre-authorized credit card or bank withdrawal).
4. Any unauthorized attachments to the Rental Equipment or interfering or tampering with the Rental Equipment or unauthorized use of the Rental Equipment are prohibited and may constitute theft under the Criminal Code of Canada.
5. You are required to return the Rental Equipment to Shaw in good working order as follows (i) if your Services have expired or are terminated, within thirty (30) days of your Services being disconnected, (ii) if Shaw has replaced or upgraded your Rental Equipment, within thirty (30) days of the replacement or upgrade order, or (iii) if Shaw has provided you Rental Equipment for self-install and you do not install such Rental Equipment, within thirty (30) days of the self-install order.

In the event that the Rental Equipment is not returned to Shaw as set out above, you agree to pay to Shaw a "**Rental Equipment Non-Return Fee**", in an amount equivalent to the undiscounted retail value of the Rental Equipment, which amount will vary based on the type and model of the Rental Equipment, plus applicable taxes.

The Rental Equipment Non-Return Fee will be applied and appear as a charge on your Shaw account on the date (i) your Services have expired or are terminated, (ii) fifteen (15) days after a replacement or upgrade order for Rental Equipment has been made, (iii) a self-install order for Rental Equipment has been made, or (iv) you install new, replacement or upgraded Rental Equipment, as applicable, provided however that if the Rental Equipment has been returned to Shaw within thirty (30) days as set out above payment will not be processed and the Rental Equipment Non-Return Fee charged to your Shaw account will be reversed. If the Rental Equipment has not been returned to Shaw as set out above, payment for the Rental Equipment Non-Return Fee will be processed using any of the payment methods accepted by Shaw for your account (including preauthorized credit card or bank withdrawal).

The Rental Equipment may be returned to any Shaw retail location. For information concerning a Shaw location near you and to arrange the return of the Rental Equipment you can contact Shaw's customer service on-line ([www.shaw.ca](http://www.shaw.ca)) or by phone (1.888.472.2222). Shaw is not responsible for any Rental Equipment which is stolen, lost in transit or is otherwise not received by Shaw for any reason within the thirty (30) day return periods described above.

6. All Equipment and devices purchased and paid for by you, which are neither returnable to nor refundable by Shaw, and that you are required to supply for access and use of the Services or that you use in connection with the Services, such as audio devices, telephones, home security and/or medical devices, fax machines, computer equipment or any other equipment and/or associated devices (collectively, "**Your Equipment**") shall be and remain your responsibility. You agree that Shaw is not responsible for any damage or loss to Your Equipment arising from your use of the Services. You further acknowledge and agree that Shaw is not responsible for the installation, operation, maintenance, use or support of Your Equipment, including without limitation, the compatibility of Your Equipment with any Rental Equipment or the Services.
7. Certain digital set-top boxes used by customers who subscribe for cable television or video services automatically collect raw household tuning data ("**Tuning Data**"). The collection and use of Tuning Data is further described in Shaw's Privacy Policy.
8. You are responsible to supply at your cost all telephones required if you subscribe to the Shaw Digital Phone Services, including the supply of all wiring inside the Service Location needed to connect to the Services. Shaw has no obligation to maintain or repair any facilities or equipment owned by you.
9. Shaw supports a feature on certain Internet modems that provides the ability to broadcast a secondary WiFi network ("**Shaw Hotspot**"). If your modem has this feature you have the option to enable or disable it at any time. See [shaw.ca/ShawHotspot](http://shaw.ca/ShawHotspot) for more information.

#### Payment Terms

1. You agree to pay Shaw the total charges for access to and/or use of the Services, including, without limitation: fees applicable to installation; Rental Equipment rental, deposits, or non-return charges; processing fees, costs incurred by Shaw and interest charges, if your account is past due; service calls; toll or long distance uses; calling cards; directory assistance uses; all orders for pay-per-view programming (PPV), video on demand programming (VOD) or subscription sports programming services; plus any applicable federal, provincial or regulatory taxes or surcharges, incurred in connection with the access to and/or use of the Services (as all such fees may be changed from time to time). Shaw will bill you each month in advance for the Services (usage based Services will be billed in arrears) and your invoice will be made available to you in an electronic format by logging into your account at our website. Notification of new invoices may be sent to you at the email address you have provided us. If you do not receive notifications of new invoices by email, you are still responsible for logging into your account at our website to check for new invoices on a regular basis and for paying all amounts by the due date specified. Unless otherwise indicated at the time you place your order for PPV, VOD subscription sports programming services or other one-time or recurring purchase products, all sales are final and no fees will be refunded if you cancel your Services.
2. You agree to pay all amounts by the due date indicated on your invoice by using any of the payment methods accepted by Shaw. Payments made after the statement date on your invoice will be reflected on your next invoice. Amounts owing after the due date are subject to a late payment interest charge calculated and compounded monthly on the outstanding amount at 2% per month (26.8% per year) from the date of the first bill on which it appears until paid in full. If your account remains unpaid for 60 days, Shaw may refer your account to a collections agency and you agree to pay a fee of \$20.00 for services relating to the administration, processing, or service costs for your account (for example, collections efforts due to non-payment or suspension, disconnection or reactivation of your Services). You agree to pay Shaw \$25.00 if your credit card is denied or if your cheque is returned due to non-sufficient funds. Payment of the full amount due will be required before the Services may be restored, provided Shaw is not under any obligation to restore the Services to any person who continues to fail to make timely payment of the amounts due or abuses Shaw's Acceptable Use Policy applicable to the Services.
3. You are responsible to ensure that the billing information and the contact email for receiving invoices you provide Shaw is accurate. You agree to promptly notify Shaw of any changes in your billing information.
4. You are responsible for any costs, including legal fees and expenses, collection agency fees or payments and Court costs incurred by Shaw to collect any amounts owing under these Terms of Service.
5. If you are receiving the Services through a trial period offer, you agree that upon the expiry of such trial period, you will be bound by the payment requirements set out in this Section unless the Services are terminated in a manner set out below under the heading "Shaw-Initiated Termination or Suspension" prior to the end of such trial period.
6. You must bring billing invoice questions and disputes to Shaw's attention within 60 days of the invoice date. Your failure to contact Shaw regarding any invoice will constitute your acceptance of the invoice. Shaw maintains discretion to disconnect services during a dispute if satisfactory payment arrangements have not been made by you.

## Credit and Security Deposit

Shaw reserves the right to examine your credit records at any time, whether before or after providing you the Services.

## Shaw's Provision of Services

Shaw is not required to provide the Services where:

- (a) the Service Location is located outside of Shaw's service or licensed geographic area;
- (b) you have failed to make payment of the amounts due for the Services and/or the Rental Equipment;  
or
- (c) Shaw would have to incur unusual expenses to bring the Services to the Service Location, which you do not agree to pay.

## Software and Firmware Updates

You expressly agree to receive software and firmware updates in relation to the Services. Such updates may change, add or remove features and/or functionalities of the Equipment and/or the Services.

## Shaw IDs

Primary Shaw IDs may only be registered by the customer subscribing to the Services. You are responsible for any and all Secondary Shaw ID holders added to the account and their compliance with these Terms of Service and the Acceptable Use Policy applicable to the Services, to the extent such terms relate to their use. You agree to communicate any and all notices from Shaw to the Secondary ID holders, to the extent applicable. You may only provide your household members with Secondary Shaw IDs.

## If You are Moving

If you are moving you are responsible to notify Shaw at least 30 days prior to the date you are moving. If you move to a location that is outside of the area served by Shaw and are not subject to a service agreement, these Terms of Service shall be terminated and you must return all Rental Equipment to Shaw. If you are a Shaw Digital Phone subscriber and you move to a new location within Shaw's serving area and you wish to transfer the Shaw Digital Phone Services, including your current telephone number to the new premises, you must give Shaw a minimum of 15 calendar days advance notice. For Shaw Digital Phone Services, you may only transfer your telephone number within the same exchange area. The ability to transfer the Services to a new location is dependent on the availability of the Services at the new location and subject to change depending on the available channel lineup, packages and pricing in the new location.

## Customer-Initiated Termination

1.

- (a) In relation to residential accounts, you may terminate the Services at any time by notifying Shaw at 1-888-472-2222 of your desire to terminate;
- (b) In relation to business accounts, you may terminate the Services as follows:
  - (i) Where Shaw's provision of the Services is governed by a separate signed service agreement, the termination provisions of such agreement shall apply.
  - (ii) Where Shaw's provision of the Services is not governed by a separate signed service agreement, the following shall apply:
    - (A) Where the total charges for use of the Services in the preceding month is less than \$2,500, you may terminate the Services at any time by notifying Shaw of your desire to terminate; or
    - (B) Where the total charges for use of the Services in the preceding month is greater than \$2,500, you may terminate the Services at any time by providing Shaw no less than 30 days advance notice of your desire to terminate, in which event Service charges will continue to apply until the end of the notice period.

2. You agree that if the Services are terminated for any reason you will:

- (a) pay Shaw in full for any amounts due and outstanding for your use of the Services, plus applicable taxes, including any applicable early termination fees; and
- (b) return the Rental Equipment to Shaw.

3. On or after expiry or termination of the Services for any reason, if your account has a credit balance less than ten dollars (\$10.00), this credit balance will not be automatically refunded to you when Services expire or are terminated. If your account has a credit balance of ten dollars (\$10.00) or more, we will refund that balance to you within thirty (30) days (i) by mailing a refund cheque to the last known address that we have for you in our records or any other address that you instruct us to mail to or (ii) by processing the refund to the credit card on your account. It is your responsibility to keep us informed of any change in your mailing address or credit card details. Your failure to inform us of any such changes will, in the event that any refund cheque mailed to you is returned as undeliverable or any refund to your credit card is unsuccessful, result in the forfeiture to Shaw of the credit balance amount.

### **Shaw-Initiated Termination or Suspension**

1. Shaw may restrict, block, suspend or terminate all or any part of the Services immediately if:
  - (a) you fail to pay your account for the Services that is past due, provided that in the case of suspension or termination your account balance is more than \$50 and such account has been past due for more than 60 days;
  - (b) Shaw suspects that fraudulent charges or activity may be associated with your account;
  - (c) you become bankrupt or otherwise insolvent;
  - (d) you fail to provide Shaw with reasonable entry and access to install, inspect, repair, replace or to perform necessary maintenance on the Rental Equipment, or Shaw's facilities or network;
  - (e) you are in breach of any term or condition of these Terms of Service or of Shaw's Acceptable Use Policy applicable to the Services that you subscribe to; or
  - (f) you relocate, alter, abuse or disconnect the Rental Equipment.
2. For the situations listed above, Shaw will attempt to notify you using the information shown on your account stating the reason and date scheduled for the suspension or termination.
3. Despite the above, Shaw will not provide you notice of a proposed restriction, block, suspension or termination:
  - (a) if immediate action must be taken to protect Shaw's facilities, Rental Equipment, or network, or if suspension is required by legal requirement, court order, ordinance or regulatory authority;
  - (b) if Shaw believes that extreme circumstances exist, or that there is an abnormal risk of loss involved in delaying the suspension or termination;
  - (c) if you misuse or abuse or permit others to misuse or abuse the Services for purposes that are contrary to law, these Terms of Service or Shaw's Acceptable Use Policy applicable to the Services you subscribe to; or
  - (d) in an emergency situation.
4. If all or any part of the Services are restricted, blocked, suspended or terminated for cause, Shaw is not obligated to restore the Services. If Shaw agrees to restore your Services, a reconnection service charge may be applied. Certain packages or discounts associated with your account may be removed upon disconnection and may not be recoverable in the event you reconnect your Services. Any remaining promotional, service or bill credits will be forfeit upon termination, are not recoverable or reimbursable, and will not apply to any early termination fee or any one-time fees and charges, such as installation fees. If you are a Shaw Digital Phone subscriber, Shaw cannot guarantee the availability or resumption of any previous telephone numbers following a suspension or termination of the Services. Any phone disconnection will be conducted in compliance with the CCTS Deposit and Disconnection Code.
5. On or after expiry or termination of the Services for any reason, if your account has a credit balance less than ten dollars (\$10.00), this credit balance will not be automatically refunded to you when Services expire or are terminated. If your account has a credit balance of ten dollars (\$10.00) or more, we will refund that balance to you within thirty (30) days (i) by mailing a refund cheque to the last known address that we have for you in our records or any other address that you instruct us to mail to or (ii) by processing the refund to the credit card on your account. It is your responsibility to keep us informed of any change in your mailing address or credit card details. Your failure to inform us of any such changes will, in the event that any refund cheque mailed to you is returned as undeliverable or any refund to your credit card is unsuccessful, result in the forfeiture to Shaw of the credit balance amount.

### **Shaw's Liability**

1. Shaw shall not be liable for:
  - (a) any interruption or unavailability of the Services, including, without limitation, any interruption or unavailability of emergency 9-1-1 service;

- (b) any act or omission of any third party including, but not limited to, any other local telephone company, any connecting carrier or underlying carrier or other provider of connections, facilities or services;
- (c) your conduct, acts or omissions;
- (d) any event beyond the reasonable control of Shaw including acts of God, inclement weather (including lightning), power failures, labour disputes, riots or civil disputes, war or armed conflict, any law, governmental order, decision or regulation, or order of any court of competent jurisdiction;
- (e) Shaw's failure, for any reason, to activate the Services on the activation date you requested or date provided to you by Shaw;
- (f) any defacement of, or damage to, the Service Location resulting from the attachment of any instruments, apparatus or associated wiring and/or the Rental Equipment furnished by Shaw, or removal thereof, when such defacement or damage is not wholly caused by Shaw's negligence; and
- (g) any damages you incur as a result of the operation or failure of Your Equipment, facilities, wiring or other devices you use with the Services, including without limitation if any of Your Equipment, facilities, wiring or other devices that you use with the Services are now or later become incompatible with the Rental Equipment and/or the Services.

### **Limitation of Liability**

1. IN THE EVENT OF ANY BREACH BY SHAW, INCLUDING ANY BREACH OF A FUNDAMENTAL TERM OR ANY NEGLIGENCE BY SHAW, YOUR EXCLUSIVE REMEDY SHALL BE TO RECEIVE FROM SHAW PAYMENT FOR ACTUAL AND DIRECT DAMAGES TO A MAXIMUM AMOUNT EQUAL TO THE FEES PAID BY YOU TO SHAW IN THE PAST THREE MONTHS FOR THE SERVICES.
2. UNDER NO CIRCUMSTANCES SHALL SHAW BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS AND LOSS OF BUSINESS OPPORTUNITIES, THAT RESULT IN ANY WAY FROM THESE TERMS OF SERVICE, INCLUDING YOUR USE OF THE RENTAL EQUIPMENT AND/OR SERVICES, OR YOUR RELIANCE ON OR USE OF ANY INFORMATION, SERVICE, MERCHANDISE OR MATERIAL VIEWED OR PROVIDED ON OR THROUGH USE OF THE SERVICES, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN RECEPTION OR TRANSMISSION OR TRANSMISSION, OR FAILURE OF PERFORMANCE OF THE SERVICES.
3. SHAW SHALL NOT BE LIABLE FOR, AND YOU SHALL INDEMNIFY AND SAVE SHAW HARMLESS FROM AND AGAINST ALL SUITS, CLAIMS OR JUDGMENTS HOWSOEVER ARISING OUT OF ANY OF THE FOLLOWING;
  - (a) CLAIMS FOR LIBEL, SLANDER, INFRINGEMENT OF COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY OR BASED ON ANY OTHER LEGAL THEORY HOWSOEVER ARISING FROM THE MATERIAL, DATA OR OTHER CONTENT FROM THE SERVICES;
  - (b) ANY LOSSES, DAMAGES, EXPENSES OR COSTS (INCLUDING LEGAL FEES) ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM, OR OTHER PROCEEDING BASED ON A CONTENTION THAT THE USE OF THE RENTAL EQUIPMENT AND/OR THE SERVICES BY YOU OR A THIRD PARTY INFRINGES ANY INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY; OR
  - (c) CLAIMS BY THOSE TO WHOM YOU PROVIDE ACCESS TO THE RENTAL EQUIPMENT AND/OR THE SERVICES.
4. FOR THE PURPOSES OF THIS SECTION, ANY REFERENCE TO "SHAW" SHALL INCLUDE SHAW, ITS PARTNERS OR ASSOCIATES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SERVANTS OR AGENTS.
5. YOU SHALL NOT BE LIABLE FOR THIRD PARTY USE OF SHAW HOTSPOT.

### **Limited Warranty**

ALL RENTAL EQUIPMENT AND THE SERVICES ARE PROVIDED BY SHAW "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. SHAW DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE RENTAL EQUIPMENT AND/OR THE SERVICES. SHAW DOES NOT WARRANT THAT ANY DATA OR COMMUNICATION SENT BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME, OR THAT ANY CONTENT OR OTHER MATERIAL ACCESSIBLE ON OR FROM THE SERVICES ARE FREE OF DEFECT, ERROR OR VIRUSES. SHAW DOES NOT WARRANT THE CONTENT, INCLUDING WITHOUT LIMITATION CONTENT OF ANY PROGRAMMING

AND/OR ADVERTISING THAT IS ACCESSIBLE ON OR FROM THE SERVICES. ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NONINFRINGEMENT, OR ANY IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY WITH REGARD TO ANY MERCHANDISE, INFORMATION, PROGRAMMING, ADVERTISING, CONTENT OR SERVICE AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY EXCLUDED.

### **Disputes and Governing Law**

1. ANY DISPUTES OR CLAIMS ("CLAIMS") WHATSOEVER BETWEEN SHAW AND YOU WILL BE REFERRED TO AND DETERMINED BY ARBITRATION TO THE EXCLUSION OF THE COURTS. IF YOU HAVE A CLAIM YOU SHOULD GIVE WRITTEN NOTICE TO ARBITRATE TO SHAW AT SUITE 900, 630 – 3RD AVENUE SW, CALGARY, AB T2P 4L4 ATTENTION: LEGAL DEPARTMENT. ARBITRATION WILL BE CONDUCTED BY ONE ARBITRATOR PURSUANT TO THE LAWS AND RULES RELATING TO COMMERCIAL ARBITRATION IN THE PROVINCE IN WHICH YOU RESIDE THAT ARE IN EFFECT ON THE DATE OF THE NOTICE. YOU AGREE TO WAIVE ANY RIGHT YOU MAY HAVE TO COMMENCE OR PARTICIPATE IN ANY CLASS ACTION AGAINST SHAW RELATED TO ANY CLAIM. YOU ALSO AGREE TO OPT OUT OF ANY CLASS PROCEEDINGS AGAINST SHAW. IF SHAW HAS A CLAIM, SHAW WILL GIVE YOUR NOTICE TO ARBITRATE AT YOUR BILLING ADDRESS. IF THE CLAIM RELATES TO A MATTER THAT SHOULD BE BROUGHT BEFORE THE CANADIAN RADIO-TELEVISION AND TELECOMMUNICATIONS COMMISSION (CRTC) OR OTHER CUSTOMER COMPLAINTS BODY SET UP TO ADDRESS SUCH MATTERS, YOU AGREE THAT THE CRTC OR SUCH BODY WILL RESOLVE THE CLAIM. THIS PARAGRAPH IS SUBJECT TO ANY PROHIBITIONS UNDER APPLICABLE LAW.
2. THESE TERMS OF SERVICE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE IN WHICH YOUR BILLING ADDRESS IS LOCATED AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN. THESE TERMS OF SERVICE CONSTITUTE THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER OF THESE TERMS OF SERVICE AND SUPERCEDES AND REPLACES ANY AND ALL PRIOR WRITTEN OR VERBAL UNDERSTANDINGS.

### **Commissioner for Complaints for Telecom-television Services (CCTS)**

CCTS is an independent agency whose mandate is to resolve complaints of individual and small business customers about their broadcasting and telecommunications services, free of charge. If you have a complaint about your telephone, wireless, internet or TV service, you must first try to resolve it directly with your service provider. If you have done so and have been unable to reach a satisfactory resolution, CCTS may be able to help you.

To learn more about CCTS, you may visit its website at [www.ccts-cprst.ca](http://www.ccts-cprst.ca) or call toll-free at 1-888-221-1687.

### **General**

1. You may not assign, resell or transfer the Rental Equipment or the Services to any person without prior written consent of Shaw. These Terms of Service will enure to the benefit of, and be binding upon, your respective heirs, executors, administrators, successors and permitted assignees and, for the purpose of Shaw, these Terms of Service shall benefit to any party that controls, is controlled by or under common control with Shaw.
2. Upon termination of these Terms of Service, all accrued obligations or liabilities and the provisions which by their nature are intended to continue beyond such termination will remain in effect. Without limiting the generality of the foregoing, the terms of Shaw Acceptable Use Policy applicable to the Services you subscribed to shall survive the expiration and/or earlier termination of these Terms of Service.
3. The failure of either party to insist upon strict interpretation of these Terms of Service or to exercise any options set out in these Terms of Service, shall not act as a waiver of any right or option, but the same shall continue to be in full force and effect. No waiver by either party of any breach shall be effective unless expressed in writing.
4. Shaw does not grant you any right to use Shaw's logos, trademarks or trade names in any manner unless Shaw give you prior written consent and/or grants you an appropriate license to use.

### **Confidentiality**

Subject at all times to Shaw's [Privacy Policy](#), Shaw may disclose any information as is necessary to:

- (a) satisfy any legal or regulatory requirement or governmental request;
- (b) obtain, deliver, operate and market the Services; or
- (c) protect Shaw or its customers.

## SHAW COMMUNICATIONS INC. PRIVACY POLICY

Privacy Policy last revised on October 3, 2017

If you have any questions regarding our Privacy Policy, please contact [shaw.privacy@sjrb.ca](mailto:shaw.privacy@sjrb.ca) or use the contact information shown on any of Shaw's websites.

### 1- Our commitment to you

Shaw is an enhanced connectivity provider. Our Consumer division serves consumers with broadband Internet, Shaw Go WiFi and digital phone. The Business Network Services division provides business customers with Internet, data, WiFi, telephony and video.

Shaw has always been and will continue to be committed to protecting Personal Information. Shaw has established its Privacy Policy using the ten principles set out in the National Standard of Canada entitled *Model Code for the Protection of Personal Information*. These ten principles are the following:

1. Being accountable
2. Identifying the purposes for Personal Information collection
3. Obtaining consent
4. Limiting the collection of Personal Information
5. Limiting the use, disclosure and retention of Personal Information
6. Keeping Personal Information accurate
7. Safeguarding Personal Information
8. Being open about policies and practices
9. Providing individual access to Personal Information
10. Challenging Compliance

Shaw relies on these ten principles to protect the Personal Information collected from its Customers, Employees and Web Site Users. Shaw has established its Privacy Policy in accordance with *The Personal Information Protection and Electronic Documents Act* ("PIPEDA")

### 2- Definitions

#### "Shaw", "we" or "our":

Means Shaw Communications Inc. and each of its affiliates as they may exist from time to time including Shaw Cablesystems G.P., Shaw Satellite G.P. and Shaw Telecom G.P., but excluding Freedom Mobile Inc. which maintains its own separate Privacy Policy.

#### Business Contact Information:

Means any information that is used for the purpose of communicating or facilitating communication with an individual in relation to their employment, business or profession such as the individual's name, position name or title, work address, work telephone number, work fax number or work electronic address

#### "Customer", "you" or "your":

Means an individual who: (a) has an account with Shaw; (b) subscribes for, uses, has used, or applies to use Shaw's products and/or services; (c) corresponds with Shaw; (d) is a Web Site User; and/or (d) enters a contest sponsored or administered by Shaw.

#### Employee:

Any individual who works for, or provides labour to Shaw or one of its affiliate companies in exchange for wages or salary.

#### Personal Information:

Means information about an identifiable individual, for example an individual's name, account number, e-mail address, payment information, user logs or certain numbers associated with that individual's equipment (for example MAC address or IP address), if Shaw can link such numbers to the individual. It does not include aggregate information that cannot be associated with a specific individual.

#### Web Site User:

Means a user of a website owned, controlled or managed by Shaw from which Shaw collects Personal Information.

### 3- Frequently asked questions

#### 3.1 What type of Personal Information does Shaw collect?

##### 3.1.1 Customer's Personal Information:

- General:

If you wish to obtain any of Shaw's products and/or services, Shaw will collect information about you when you subscribe for any of these products and/or services. The type of information we collect varies based on the service you have requested. The Personal Information most often collected and maintained in a Customer file may include (but is not limited to) name, address for service, mailing address, phone number(s), a piece of acceptable identification, alternate contact information, banking information for payment, non-Shaw email address (i.e. if you are an eBill user



or if you are a Shaw Direct customer subscribing to one of our newsletters), credit card information for payment, credit rating/score. In order to conduct credit checks, we will collect one or more of the following: driver's license number, Social Insurance number, credit card number and/or date of birth. If we need to know about your credit history we may also receive information from third parties.

- Collection and Use of Television Set-Top Box Data:  
Certain digital set-top boxes used by Customers who subscribe for video services, and the FREERANGE TV mobile app, automatically collect raw household tuning data (the "Tuning Data"). Tuning Data is used for billing purposes, diagnostic purposes, for the tuning of recommendation engines and to measure television viewership. Shaw creates a database of anonymized and/or aggregated viewing behaviour by pairing Tuning Data with non-sensitive information in Customer files. This helps Shaw understand Customer reactions to television content and advertising. The collection of Tuning Data is critical to operating our video services and cannot be disabled. However, you can choose to opt-out of Shaw's use of Tuning Data in an anonymized and aggregated database by using the process described in Subsection 3.3 below. You can also disable the delivery of recommendations via your set-top-box settings.
- Collection and Use of Personal information in connection with Shaw Go WiFi:  
In order to access Shaw Go WiFi, you will be requested to provide your Shaw userid, password and certain other information that may be requested from time to time. Shaw will also automatically collect certain information such as device location, device type, and general usage information associated to the Media Access Control ("MAC") address associated with your device (the "Device Information"). The Device Information is used to deliver the Shaw Go Wifi service, monitor and improve network traffic, improve your Shaw Go WiFi experience and for research and statistical purposes. Shaw may from time to time use the Device Information to deliver advertising to the browser you are using to access the Internet as outlined in our Terms of Use for Shaw Go WiFi. In certain instances, Shaw will rely on a third party to deliver Shaw Go WiFi services at a specified location (for example, certain airports, universities or other public buildings). The relationship with the third party is governed by strict privacy provisions, in compliance with PIPEDA. As part of the delivery of the Shaw Go WiFi services, the third party may have access to the Device Information, which can only be used for limited network monitoring and improvement purposes.

### 3.1.2 Employee's Personal Information

The Personal Information most often collected and maintained in an Employee or applicant for employment file may include, as appropriate, (but is not limited to) Business Contact Information, home address, home phone number(s), emergency contact information, date of birth, Social Insurance Number, banking information, past employment information, resumes, reference letters, earnings information, performance reviews/letters, and dependant and beneficiary information.

### 3.1.3 Web Site User Personal Information

The Personal Information that may be collected in relation to Web Site Users through an online form typically includes (but is not limited to) name, phone number, email address.

- Collection and Use of anonymous web information through the use of Cookies:  
  
During a Web Site User's interaction with one of Shaw's websites, Shaw may use a browser feature called a "cookie" to collect information anonymously and track user patterns on Shaw's websites. A cookie is a small text file containing a unique identification number that identifies a Web Site User's browser – but not the Web Site User personally – to Shaw's computers each time a Web Site User visits one of the Shaw websites using cookies. Cookies tell Shaw which pages of its websites are visited and how many people visited each web page. This helps Shaw understand consumer interests and enhance the on-line experience of visitors to the Shaw websites. Cookies also serve to identify your computer so that your preferences can be saved for future visits and advertising displayed based on your previous interaction with the site. and Shaw works with third parties that use these cookies to help us with such traffic management, research and analytics.

The use of cookies is an industry standard and many major browsers are initially set up to accept them. You can reset your browser to either refuse to accept all cookies or to notify you when you have received a cookie. However, if you refuse to accept cookies, you may not be able to use some of the features available on Shaw's websites.

Third Party Cookies and Advertisements: Some of the advertisements you see on the Shaw websites are delivered by third party advertisers, Internet advertising companies that work on Shaw's behalf or ad networks. These third parties may use cookies or other technology to help deliver ads that are tailored to your interests and track their performance. This is commonly known as "behavioural" or "interest-based advertising".

You can opt-out of several third party ad servers' and networks' cookies simultaneously using a tool created by the Network Advertising Initiative located at [http://www.networkadvertising.org/managing/opt\\_out.asp](http://www.networkadvertising.org/managing/opt_out.asp). Opting out of a network does not mean you will no longer receive online advertising. It does mean that the network from which you opted out will no longer deliver ads tailored to your web preferences and usage patterns.

## **3.2 Why does Shaw collect and use Personal Information?**

### **3.2.1 Customer Personal information**

Shaw collects and uses Customer's Personal Information for the following purposes, to:

- a) establish and maintain a responsible commercial relationship with you;
- b) for research and statistical purpose, to understand your needs as a Customer and your eligibility for products and services;
- c) recommend particular products, services and opportunities to its Customers;
- d) provide information to you about developments and new products;
- e) develop, enhance and market products and services and/or provide products and services to its Customers;
- f) process billing and collect fees for the Shaw products and services you have purchased and/or subscribe to;
- g) perform or order credit checks;
- h) deliver its products and/or services to its Customers, including providing you with the programming content corresponding to your location;
- i) provide customer support; and
- j) meet Shaw's legal and regulatory requirements.

### **3.2.2 Employee Personal Information**

Shaw collects and uses Employee's Personal Information for the following purposes, to:

- a) administer payroll and benefits;
- b) administer personnel and employment programs;
- c) document an Employee's file in the normal course of the employment relationship (i.e. performance reviews, etc.); and
- d) provide references regarding current or former employees in response to requests from prospective employers.

### **3.2.3 Web Site Users Personal Information**

Shaw collects and uses Web Site User's Personal Information for purposes generally identified on the Shaw website at the time of collection. These purposes may include to:

- a) send you information, updates you've requested, or answer your questions;
- b) register your participation to a contest; and
- c) register you in an encrypted secure zone.

3.2.4 When Shaw chooses to use Personal Information for a purpose not previously identified, Shaw will identify the new use. Unless such new use is required or permitted by law, in accordance with PIPEDA, the consent of the Customer, Employee or Web Site User is required before the Personal Information can be used for that new purpose.

## **3.3 How does Shaw obtain your consent?**

Consent is generally required for the collection of Personal Information and the subsequent use or disclosure of the Personal Information. Consent can be either express or implied. The form of consent sought by Shaw may vary, depending upon the circumstances and the type of Personal Information. In determining the form of consent to use, Shaw takes into account the sensitivity of the information and your reasonable expectation, so that you understand the nature, purpose and consequences of the collection, use and/or disclosure of Personal Information. Shaw generally seeks express consent when the Personal Information is likely to be considered sensitive. Implied consent is typically appropriate when the Personal Information is less sensitive.

Business Contact Information can be used by Shaw without consent solely for the purpose of facilitating communication between Shaw and an employee, in relation to his/her employment, business or profession.

In addition, in exceptional circumstances, as permitted by law, Shaw may collect, use and/or disclose Personal Information without a Customer's, Employee's or Web Site User's knowledge or consent.

Consent may be obtained in any one of the following ways:

- an application form may be used to seek consent, collect Personal Information and inform the Customer of the use that will be made of the Personal Information. By completing and signing the form, the Customer is giving consent to the collection and the specified uses;
- a check-off box may be used to allow the Customer to request that their names and addresses are not given to other organizations. Customers who do not check the box are assumed to consent to the transfer of their information to other organizations;
- orally when information is collected over the telephone; or
- at the time a Customer uses a product or service.

In general, the use of products and services by a Customer, or a Web Site User's use of a Shaw website, or the acceptance of employment or benefits by an Employee, will constitute implied consent required by Shaw to collect, use and/or disclose Personal Information for the purposes identified in this Privacy Policy. Consent may be withdrawn by Customers, Employees and Web Site Users at any time, subject to legal or contractual restrictions and upon providing Shaw reasonable notice. If you wish to withdraw your consent to certain collection, retention, use or disclosure of Personal Information, please contact Shaw at [shaw.privacy@sjrb.ca](mailto:shaw.privacy@sjrb.ca). Please note that if you refuse or withdraw your consent, we may not be able to provide you with a particular product or service. We will explain the impact on you at the time, to help you with your decision.

### **3.4 When and how does Shaw disclose Personal Information?**

Internally, only Shaw Employees with a business need to know, or whose duties reasonably so require, are granted access to Personal Information of Shaw's Customers, Web Site Users and Employees.

#### **3.4.1 Customer Personal Information**

Shaw may disclose Customer's Personal Information to:

- a) third parties who are acting on Shaw's behalf as our agents, suppliers or service providers who are subject to confidentiality requirements;
- b) a company who will be involved in supplying the Customer with communications or communications directory-related products and/or services;
- c) a company or individual who is acting on Shaw's behalf for the development, enhancement, promotion, marketing, sale or provision of any of Shaw's current products and/or services or for any new products and/or services of Shaw, including authorized resellers and sales agents, etc. subject to confidentiality requirements;
- d) in conjunction with special offers or programs to program partners, or third party agents responsible for administering such offers or programs. Any such disclosure is made on a confidential basis;
- e) an agent used by Shaw to evaluate the Customer's credit worthiness or to collect the Customer's account;
- f) a credit reporting agency; and
- g) a third party, where the Customer has given Shaw consent to such disclosure or if disclosure is permitted or required by law, in accordance with PIPEDA.

#### **3.4.2 Employee Personal Information**

Shaw may disclose Employees' Personal Information to:

- a) a third party for payroll and benefits administration;
- b) a third party to administer personnel and employment programs; and
- c) a third party, where the Employee has given Shaw consent to such disclosure or if such disclosure is permitted or required by law, in accordance with PIPEDA.

#### **3.4.3 Web Site User Personal Information**

Shaw may disclose Web Site User's Personal Information to:

a third party or parties, where the Web Site User has given Shaw consent to such disclosure or if disclosure is permitted or required by law, in accordance with PIPEDA.

#### **Disclosure of Personal Information to government organizations, including law enforcement agencies:**

Shaw routinely receives requests from government organizations, including law enforcement agencies. These For more details and to view Shaw's Transparency Report, please visit:

[https://www.shaw.ca/uploadedFiles/Privacy\\_Policy/Shaw\\_Transparency\\_Report\\_2015-\\_FINAL.pdf](https://www.shaw.ca/uploadedFiles/Privacy_Policy/Shaw_Transparency_Report_2015-_FINAL.pdf)

requests are individually and carefully vetted internally by a team of experts. Shaw will only disclose Personal Information in response to these requests when permitted by law, in accordance with PIPEDA.

### **3.5. Who does Shaw share Personal Information with?**

Shaw does not sell Personal Information about its Customers, Employees and/or Web Site Users. Shaw may share Customers' Personal Information with its partners, associates and third party service providers as provided in Subsection 3.4, in order to fulfill the purposes identified in Subsection 3.2. In such cases, the relationship with the partner, associate or third party is governed by strict confidentiality standards and policies to ensure the Customer's Personal Information is secure and treated in accordance with PIPEDA and with the utmost care and respect.

Except as required or permitted by law, when disclosure is made to a third party other than a Shaw partner or associate, or a third party service provider, the consent of the individual shall be obtained and reasonable steps shall be taken to ensure that any such third party has Personal Information privacy procedures and policies in place that are comparable to those implemented by Shaw. Such third parties are provided only with such information as is necessary in the circumstances. Personal Information provided to third parties may be used only for the purpose stipulated and is subject to strict terms of confidentiality.

In the event that a third party service provider is located in a foreign country, Customer and Employee Personal Information may be processed and stored in such other foreign country. In such circumstances, the governments, courts or law enforcement or regulatory agencies of that country may be able to obtain access to your Personal Information through the laws of the foreign country. Whenever Shaw engages a third party service provider, we require that its privacy and security standards adhere to this Privacy Policy and applicable Canadian privacy legislation.

### **3.6 How does Shaw safeguard your Personal Information?**

The nature of the safeguards varies depending on the sensitivity of the Personal Information, the scope of the Personal Information, and the method of storage of that information. More sensitive types of Personal Information will be safeguarded by a higher level of protection, including encryption. Personal Information is predominantly stored in Canada and the United States, under strict confidentiality standards, as per Section 3.5. Data is routed domestically and may be routed outside of Canada for service provision purposes as described in Section 3.5

### **3.7 How long does Shaw retain your Personal Information?**

We retain your personal information for as long as it is needed to fulfill the purpose(s) for which it has been collected. Our general retention guideline is a 7-year period, which extends to all our corporate records including our customer & billing database. This allows us to meet our financial accountability and SOX audit obligations. Outside of the 7-year period, retention is defined based on length of time information is needed to meet the purpose(s) for which it has been collected and takes into account the sensitivity of the personal information. For example, we keep records of IP address leases for 1 year after a lease expires, while shaw.ca email mailbox contents are not kept more than 60 days after an account is closed.

### **3.8 How do I access Shaw's policies and procedures?**

Shaw makes available to Customers, Employees and Web Site Users specific information about its policies and procedures relating to the management of Personal Information, on our corporate and community websites.

Shaw is open about its policies and procedures with respect to the management of Personal Information. Customers, Employees and Web Site Users are able to inquire about Shaw's privacy policies and procedures and obtain an account of the Personal Information Shaw holds about them at a minimal cost and without unreasonable efforts on their part. This information is available to Customers and Web Site Users by writing to Shaw, to the attention of the Privacy Officer at 630-3rd Ave S.W., Calgary, AB, T2P 4L4, and to Employees by writing to the attention of the HR Department at 630-3rd Ave S.W., Calgary, AB, T2P 4L4.

### **3.9 How do I access my Personal Information?**

You may access and verify your Personal Information held by Shaw by submitting a request in writing to Shaw's Privacy Officer at 630-3rd Ave S.W., Calgary, AB, T2P 4L4. A response will be mailed to the address on your account or file.

Shaw will respond to a Customer's, Employee's or Web Site User's request within a reasonable period of time and at minimal or at no cost.

In certain circumstances, Shaw may not be able to provide access to all the Personal Information it holds, for example, when the disclosure would reveal confidential business information; if the Personal Information is protected by solicitor-client privilege, or if the Personal Information was collected during an inquiry into a breach of contract or violation of a federal or provincial law.

### **3.10 How can I challenge compliance and offer suggestions?**

A Customer, Employee or Web Site User of Shaw may direct any questions or inquiries with respect to the privacy principles outlined above or about Shaw's privacy practices described in its Privacy Policy to [shaw.privacy@sjrb.ca](mailto:shaw.privacy@sjrb.ca) or to Shaw's Privacy Officer at 630-3rd Ave S.W., Calgary, AB, T2P 4L4.

Shaw will investigate all complaints and respond to all questions asked by its Customers, its Employees and/or Web Site Users. If a complaint is found to be justified, Shaw will take appropriate measures to resolve the complaint, which may include amending its policies and procedures.

If Customers, Employees or Web Site Users are not satisfied with Shaw's response, they may contact the Office of the Privacy Commissioner of Canada, at:

Toll-free: 1-800-282-1376  
Phone: (613) 995-8210  
Fax: (613) 947-6850

Mailing Address:  
Office of the Privacy Commissioner of Canada  
30 Victoria Street  
Gatineau, Quebec  
K1A 1H3

#### 4- Your role in protecting your Personal Information

Please remember that Shaw's Privacy Policy and our use of your Personal Information only applies to the information you provide. We caution that if you disclose Personal Information or personally sensitive data through use of the Internet such as through chat rooms, communities, bulletin boards or other public online forums, this information is not collected by or for Shaw but may be collected and used by other persons or companies over which Shaw has no control. It is your responsibility to review the privacy statements of any person or company to whom you choose to link, from or through the use of any Shaw Internet services. Shaw is not responsible for privacy statements, privacy compliance or other content of any website not owned or managed by Shaw or its affiliate companies.

Shaw does its best to protect and safeguard Personal Information and we believe there are safeguards you should take as well. Do not share your Personal Information such as bank card numbers, credit card numbers, associated pin numbers or Social Insurance numbers unless you clearly understand the purpose of the request and you know with whom you are dealing. Do not keep sensitive Personal Information in your email inbox or on Webmail.

Provide Shaw with one acceptable piece of identification, pin number or passphrase that will be kept in your Customer account, so we can identify you when you call Shaw. If you are asked to assign passwords to connect you to your Personal Information, you should use a combination of letters (upper and lowercases), numbers and symbols and do not use words that can be easily associated with you (example: do not use the name of a family member or pet). We also suggest you change your password regularly. If you are suspicious of any telephone, mail or email promotional campaigns or you suspect fraudulent activity, please contact us at [shaw.privacy@sjrb.ca](mailto:shaw.privacy@sjrb.ca) to verify that the campaign is a legitimate Shaw activity.

#### 5- Updating this Privacy Policy

Any changes to Shaw's Privacy Policy shall be acknowledged in this Privacy Policy in a timely manner. Shaw may modify or remove portions of this Privacy Policy when it feels it is necessary and appropriate. You may determine when this Privacy Policy was last updated by referring to the date found at the top of the first page of this Privacy Policy "Privacy Policy last revised on: "

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## ACCEPTABLE USE POLICY – INTERNET

These terms are current as of January 31, 2020 and are subject to change from time to time. Please visit [shaw.ca](http://shaw.ca) for the most current Terms of Use.

### Introduction

#### Thank you for choosing Shaw's Internet Services!

These terms and conditions are in addition to Shaw's applicable Terms of Service.

By using Shaw's Internet Services and such services (collectively, the "Services") provided by Shaw Cablesystems G.P., its partners and associates (collectively, "Shaw"), you agree to the following terms of this Acceptable Use Policy, including the General terms contained below:

This Acceptable Use Policy constitutes the agreement between Shaw ("Shaw" or "our") and the customer ("you" or "your") subscribing to the Services. This Acceptable Use Policy governs your use of the Services and any devices and/or equipment used to support the Services, including without limitation, a cable modem and software used in conjunction with the Services which is loaned to you from Shaw for your use solely in connection with the Services (collectively, the "Equipment"). By activating the Services, you acknowledge that you have read, understand and agree to this Acceptable Use Policy as set out hereunder and with terms and conditions of Shaw's applicable Terms of Service (collectively, the "Agreement"). If you do not wish to be bound by this Agreement or any modifications, which may be made by Shaw from time to time (as described in the following paragraph), do not activate or use the Services and immediately contact Shaw.

Shaw may revise this Agreement and give you notice of a change by sending it to you by email, by including it on your monthly invoice, by sending you an electronic mail message at your Shaw email address, by posting it on the My Shaw tool, available at [shaw.ca](http://shaw.ca), or by any other reasonable method and such notices may refer you to our website for further details. YOU SHALL BE DEEMED TO HAVE ACCEPTED ANY CHANGES MADE BY SHAW IF YOU CONTINUE TO USE YOUR SERVICES AFTER SUCH CHANGES ARE EFFECTIVE WITH NO ADDITIONAL ACTION OR AGREEMENT REQUIRED. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING INFORMATION SENT TO YOU AND POSTED ONLINE TO OBTAIN TIMELY NOTICE OF SUCH CHANGES. If you do not agree with any of the amendments to this agreement, you agree to stop using the Services and to provide notice to Shaw of your termination of this Agreement in accordance with the terms of the applicable Terms of Service. Shaw customers should consult this document regularly to ensure that their usage conforms to the most recent version. In the event of conflict between any customer agreement and this Agreement, the terms of this Agreement will govern. Please refer to the customer agreement specific to the service which you are using. Complaints of violations of this Agreement by Shaw users can be directed to: [internet.abuse@sjrb.ca](mailto:internet.abuse@sjrb.ca).

### About Shaw Internet

Shaw provides a variety of Internet Services to residences and businesses. The residential Internet Services allow residential customers to connect to the Shaw high-speed backbone network, and the Internet. The business Internet Services allow businesses to connect to the Shaw high-speed backbone network, and the Internet for the purposes of transacting business.

The Services use resources that are shared with many customers. Moreover, the Services provide access to the Internet which is used by millions of others. Each user benefits by being able to share resources and communicate almost effortlessly with other members of the user community. However, as with any community, the benefits and privileges available from the Services, and the Internet in general, must be balanced with duties and responsibilities designed to guarantee uniform access to all customers of the Services.

Use of the Services is subject to the following rules and guidelines. You are responsible for ensuring that the use of all Services provided to you comply with this Agreement.

### Illegal Activity

Use of the Services for any activity that violates Local, Provincial, Federal or International law, order or regulation, is a violation of this Agreement. Prohibited activities include, but are not limited to:

1. Posting, storing, transmitting or disseminating unlawful material, including without limitation, child or other pornography, any content, data or other material which is libelous, obscene, hateful, unlawful, threatening, reaction or ethnically offensive, defamatory or which in any way constitute or encourages conduct that would constitute a criminal offense.
2. Disseminating material which violates copyright or intellectual property rights. The customer assumes all risk regarding whether material is in the public domain;
3. Pyramid or other illegal soliciting schemes; or
4. Fraudulent activities; including but not limited to: impersonating any person or entity, or forging anyone's digital or manual signature.



## Security

You are responsible for any misuse of the Services that originate from your account, even activities committed by any friend, family, co-worker, employee, guest or anyone with access to the account. You must ensure that others not gain unauthorized access to the Services.

The Services may not be used to breach the security of another user, or to attempt access to anyone's computer, software or data, without the knowledge and consent of that person. The Services may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools is strictly prohibited.

**YOU MAY NOT DISRUPT THE SERVICES.** The Services also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to crash a host. The transmission or dissemination of any information or software which contains a virus or other harmful feature is also strictly prohibited.

**YOU ARE RESPONSIBLE FOR THE SECURITY OF ANY DEVICE YOU CONNECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, DATA STORED ON THAT DEVICE.** In particular, Shaw recommends against enabling file or printer sharing of any kind. Shaw recommends that any files or services you make available for remote access be password protected.

## Inappropriate Content

Shaw is not responsible for any content you post, store, transmit, disseminate or access through use of the Services. Any content questions or complaints you may have regarding content you access should be addressed to the content provider.

You are responsible for information published to the Web or other Internet services, through your account. *Shaw reserves the right to refuse to post or to remove any information or materials, in whole or in part, that it, at its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.*

Shaw has no obligation to monitor transmissions made on the Services. However, Shaw has the right to monitor such transmissions and to disclose the same in accordance with Shaw's Privacy Policy. By using the Services to publish, transmit or distribute content, a user is warranting that the content complies with this Agreement and licenses and authorizes Shaw to reproduce, publish, distribute and display such content worldwide.

## Electronic Mail

Shaw limits the number of email messages that you can send through the Services using Shaw's email servers in a 24 hour day. Shaw defines an email message as one message sent to one recipient. For example: a single message addressed to three recipient email addresses would count as three email messages. Residential Internet Services are limited to 1000 email messages per 24 hour day and no single email message can be addressed to more than 99 recipient email addresses. Business Internet Services are limited to 1000 email messages per 24 hour day and no single email message can be addressed to more than 400 recipient email addresses.

The Services may not be used to send unsolicited bulk or commercial messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such messages may be sent only to those who have explicitly requested them.

The Services may not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services which violates this Agreement or the acceptable use policy of any other Internet service provider. Moreover, unsolicited email may not direct the recipient to any Web site or other resource which uses the Services.

Forging, altering or removing electronic mail headers is prohibited. However, you may insert additional characters into your from: and reply-to: addresses in order to prevent your true address from being automatically added to the mailing lists used by bulk emailers. In this case, your true address must remain obvious to any human viewer. For example, you may substitute nospam.john.smith for john.smith.

You may not reference Shaw, any of Shaw's trademarks or an IP address that belongs to Shaw, in any unsolicited email, even if that email is not sent through Shaw. Shaw owns all IP addresses and email usernames for all Services.

Mail Bombing is prohibited. You may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain letters is prohibited, whether or not the recipient wishes to receive such mailings.

Shaw is not responsible for the forwarding of email sent to any account which has been suspended or terminated. Such email will either be returned to sender, ignored, deleted, or stored temporarily, at Shaw's sole discretion.

## **Bandwidth, Data Storage and Other Limitation**

You must comply with the current bandwidth, data storage and other limitations on your applicable Services.

You must ensure that your activity while using the Services does not improperly restrict, inhibit or degrade any other customer's use of the Services, nor represent (in the sole judgment of Shaw) an unusually large burden on the network itself, such as, but not limited to, peer to peer file sharing programs, serving streaming video or audio, mail, http, ftp, irc, dhcp servers, and multi-user interactive forums. Shaw reserves the right to set specific limits for Bandwidth Usage and charge for excessive Bandwidth Usage for residential Services at any time. In addition, you must ensure that your activities do not improperly restrict, disrupt, inhibit, degrade or impede Shaw's ability to deliver the Services and monitor the Services, backbone, network nodes and/or other network services.

UNDER NO CIRCUMSTANCES WHATSOEVER ARE YOU PERMITTED TO RESELL, SHARE, OR OTHERWISE DISTRIBUTE THE SERVICES OR ANY PORTION THEREOF TO ANY THIRD PARTY WITHOUT THE WRITTEN CONSENT OF SHAW AND PAYMENT OF APPLICABLE FEES. For example, you cannot provide Internet access to others through a dialup connection, host shell accounts over the Internet, provide email or news service, or send a news feed unless express permission is granted by the customer agreement.

The residential Shaw Services are designed for personal Internet use. You may not use the residential Shaw Services for commercial purposes. You may not run a server in connection with the Shaw Services nor may you provide network services to others via the Shaw Services. Examples of prohibited servers and services include but are not limited to mail, http, ftp, irc, dhcp servers, and multi-user interactive forums. Some business services may be exempt from these limitations.

## **Internet Traffic Management Policies**

Shaw occasionally uses traffic management policies to ensure proportional access to its network for all Shaw Internet customers. Shaw's traffic management policies come into effect in the event of significant network congestion as the result of a network failure, a natural disaster or a transport network constraint that is negatively impacting the customer experience. During such instances Shaw may deploy fair shaping of Internet traffic to provide an equal amount of bandwidth to all customers. This results in equal sharing of total bandwidth available, which will not be less than 1 mbps downstream and 256 kbps upstream per customer. No specific application or protocol is specifically targeted through this traffic management policy and all internet traffic continues to be treated equally. Shaw's traffic management policies are not intended to impact real-time interactive activities such as on-line banking, communication or VoIP services. For the majority of our customers, the Internet experience is unaffected by our traffic management policies and both upstream and downstream bandwidth will be available to ensure the full operation of any application.

For details on areas within Shaw's network where traffic management policies may be applied due to significant events, please check our website: <https://community.shaw.ca/community/service-updates>

## **Violation of this Agreement**

Shaw does not routinely monitor the activity of accounts for violation of this Agreement. However, in our efforts to promote good citizenship within the Internet community, Shaw will respond appropriately if it becomes aware of inappropriate use of the Services. Although Shaw has no obligation to monitor the Services and/or the network, Shaw reserves the right to monitor bandwidth, usage and content from time to time, to identify violations of this Agreement, and/or to protect the network and Shaw Internet customers.

Shaw prefers to advise customers of inappropriate behaviour and any necessary corrective action. However, if you use the Services in a way which Shaw, in its sole discretion, believes violate this Agreement, Shaw may take any responsive actions they deem appropriate. Such actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Services. Shaw will not have any liability for any such responsive actions. The above described actions are not Shaw's exclusive remedies and Shaw may take any other legal or technical action it deems appropriate.

Shaw reserves the right to investigate suspected violations of this Agreement, including the gathering of information from you or other users involved and the complaining party, if any, and examination of material on Shaw's servers and network. During an investigation, Shaw may suspend the account or accounts involved and/or remove material which potentially violates this Agreement.

You hereby authorize Shaw to cooperate with (i) law enforcement authorities in the investigation of suspected criminal violations, and/or (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this Agreement. Such cooperation may include Shaw providing the username, IP address, or other identifying information about a subscriber, in accordance with the guidelines set out in Shaw's Privacy Policy.

Upon termination of your account, Shaw is authorized to delete any files, programs, data and email messages associated with such account.

The failure of Shaw to enforce this Agreement, for whatever reason, shall not be construed as a waiver of any right to do so at any time.



You agree that, if any portion of this Agreement is held invalid or unenforceable, that portion will be construed consistent with applicable laws as nearly as possible, and the remaining portions will remain in full force and effect.

## General

1. **Customer Computer** It is your responsibility to ensure that your computer equipment meets the requirements set out by Shaw as may be amended from time to time, that are necessary to use the Services.
2. **Ownership of Addresses** Shaw owns all addresses provided to you, including but not limited to IP addresses, e-mail addresses and personal Web page addresses. SHAW MAY MODIFY OR CHANGE SUCH ADDRESSES AT ANY POINT IN TIME AND SHALL IN NO WAY BE REQUIRED TO COMPENSATE YOU FOR SUCH CHANGES.
3. **End User Licenses** You agree to comply with the applicable terms and conditions of all end user license agreements accompanying any software or plug-ins to such software distributed in connection with the Service. All such end user licenses will terminate upon termination of this Agreement. In the event of an inconsistency between the terms of this Agreement and any such license, the terms of this Agreement shall prevail.
4. **Multiple Users** You acknowledge that you are executing this Agreement on behalf of all persons who use the Services through your computer. You assume all liability for such use of the Services and are responsible for ensuring that all such other users understand and comply with the terms and conditions of this Agreement.
5. **No License; Intellectual Property of Shaw and Others** Nothing within the Services or any additional services offered by Shaw from time to time or through any Shaw Web site shall be construed as conferring any license of Shaw's or any third parties' intellectual property rights, whether by estoppel, implication, waiver, or otherwise. You acknowledge and agree that Shaw's Web sites, the Services and/or additional services offered by Shaw from time to time are protected by copyright, trademark, patent, or other proprietary rights. You agree not to defame or disparage Shaw, its trademarks or its service marks.