

# NORTHWESTEL CABLE TERMS OF SERVICE

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By using any of Northwestel's Cable services, including cable television, Internet and/or digital cable services and such services related thereto (collectively or individually, the "Services") provided by any of Northwestel Inc, its partners and/or associate companies (collectively, "us", or "we"), you, the customer, agree to the following:

## TERMS OF SERVICE

The following terms and conditions of service (the "Terms") constitute the agreement between Northwestel and the customer ("you" or "your") subscribing to all or any portion of the Services. These Terms govern the Services and any devices and/or equipment including without limitation Ethernet devices and software used in conjunction with the Services provided to you by Northwestel (collectively, the "Equipment"). By activating the Services, you acknowledge that you have read, understand and agree to these Terms as set out here and in any document incorporated by reference (collectively, the "Agreement"). If you do not wish to be bound by this Agreement or any modifications which may be made by Northwestel from time to time (as described in the following paragraph) do not activate or use the Services and immediately contact Northwestel. No sales representative, dealer, agent, officer or employee of Northwestel has the authority to change or modify these Terms, except pursuant to an official revised version of these Terms, and you may not rely on any such change or modification. These Terms cannot be changed by you.

Northwestel may change portions of this Agreement from time to time. Northwestel will post notice of any changes made to the Agreement on line at [nwtel.ca](http://nwtel.ca) by setting the last date of revision on the top right hand corner. Northwestel may also advise you of such changes by sending you an electronic mail message at your user address or mailing notification to the address shown on your account with Northwestel. All changes will take effect within 30 days of the date of being posted. If you do not accept a change to the Agreement, your sole remedy is to terminate this Agreement in accordance with Section 9 of these Terms.

The details of the various Services packages, including other products and services offered by Northwestel, can be found on our webpage [nwtel.ca](http://nwtel.ca). Northwestel may, at its discretion, make changes to the Services from time to time, including changing Services fees, package pricing or content.

Northwestel recommends that you print a copy of these Terms, the Acceptable Use Policy applicable to the Services to which you subscribe and any other referenced documents. If you are not an Internet service subscriber you may contact Northwestel at any time to obtain a printed copy of the Agreement.

You are responsible for regularly reviewing information posted online or by contacting Northwestel to obtain timely notice of such changes. Your nontermination or continued use of the services after changes are posted constitutes your acceptance of this agreement as modified by the posted changes.



## 1 Use of the Services

- 1.1 This Agreement is also subject to the terms and conditions of Northwestel Acceptable Use Policies and the Services may only be used in accordance with Northwestel's Acceptable Use Policies applicable to such Services or as may be required by statute, regulation, federal or territorial / provincial laws.
- 1.2 The Equipment, technology and/or processes provided to you may be subject to intellectual property rights reserved by Northwestel or third parties. Nothing contained in this Agreement shall grant to you any right, license, title or ownership of or to any intellectual property rights of Northwestel or any third party.
- 1.3 Federal law provides severe civil and criminal penalties for the unauthorized reproduction, distribution or exhibition of copyrighted motion pictures and certain programming and Northwestel shall not be liable, nor is Northwestel granting you any rights in that regard whatsoever.

## 2 Content

- 2.1 Northwestel does not warrant the condition or content of any programming you are able to view with
- 2.2 Northwestel's Cable/Digital Services or the content you are able to access on the Internet through use of Northwestel 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 Internet through your account with Northwestel.
- 2.3 Northwestel and their affiliates, licensors, suppliers and agents and their respective employees, officers, directors and representatives are not responsible for or liable to you for any content, application or services provided to you or accessible by you through the Services, any charges incurred in connection with such content, applications or services or anything

that is or can be done with such content, applications or services even if you are billed for such content, applications or services. All such content, applications or services is accessed or transmitted solely at your own risk.

- 2.4 Northwestel has the right, but not the obligation, to monitor or investigate any content that is transmitted using the Services or Equipment. We may also access or preserve content or information to comply with legal process in Canada or foreign jurisdictions, operate the Services, ensure compliance with the Agreement or any Policies, or protect ourselves, our customers, or the public. We reserve the right to move, remove or refuse to post any content, information or materials, in whole or in part, that we decided are unacceptable, undesirable or in violation of the Agreement.

## 3 Equipment Installation, Maintenance and Return Responsibilities

- 3.1 Northwestel may install or cause to be installed the Equipment at your service address. The equipment is provided solely for your use of the Services and, unless purchased outright, will at all times remain the property of Northwestel.
- 3.2 You may use the Equipment only at the address you have indicated to Northwestel at the time you subscribe to the Services. You will not relocate the Equipment to another address without Northwestel's prior written consent.
- 3.3 Equipment may be provided and charged for as part of the monthly Services fee. Northwestel may require you to pay an Equipment deposit prior to providing you with the Equipment. You hereby authorize Northwestel to charge your credit card account or your preauthorized payment authorization, in payment for all Equipment charges.
- 3.4 You are responsible for the safekeeping of the Equipment. You agree to keep all of the Equipment free and clear of any liens or encumbrances of any kind whatsoever. If you become aware that any liens or encumbrance has been placed

on the Equipment you are responsible to notify Northwestel immediately and to assist Northwestel in removing some. If, while in your care, the Equipment is damaged, lost or stolen or sold, leased, mortgaged, transferred, assigned, encumbered or not returned, you agree to pay Northwestel the full cost, including the costs incurred by Northwestel to recover, repair and/or replace the Equipment.

- 3.5 Any unauthorized attachments to the Equipment or interfering or tampering with the Equipment or unauthorized use of the Equipment are prohibited and may constitute theft under the Criminal Code of Canada.
- 3.6 On the expiration or earlier termination of the Services you are required to return the Equipment to Northwestel in good working order. The Equipment may be returned to any Northwestel retail office. For information respecting a Northwestel office near you and to arrange return of Equipment contact Northwestel using the Northwestel Contact Information section of this Agreement. If upon the termination of the
- 3.7 Services the Equipment has not been returned to Northwestel you agree to grant Northwestel permission to access your premises to remove the Equipment in accordance with section 4 of these Terms. Failure by
- 3.8 Northwestel to remove such Equipment shall not be considered abandonment of the Equipment. If Northwestel removes the Equipment it will not nor is it required to alter, repair or re-install wiring or other facilities.
- 3.9 All equipment and devices you are required to supply for access and use of the Services or that you use in connection with the Services such as hearing devices, telephones, fax machines, home security and/or medical devices, televisions, computer equipment or any other equipment and/or associated devices (collectively, "Your Equipment") shall be and remain your responsibility. Northwestel is not responsible for the operation or use of Your Equipment, including without limitation, the compatibility of Your Equipment with any Northwestel Equipment or the Services. Northwestel has no obligation to

maintain, repair or provide customer service for any facilities or equipment owned by you.

- 3.10 You are responsible to supply at your cost all wiring inside your home needed to connect to the Services.

## 4 Northwestel's Right of Entry

- 4.1 You grant Northwestel, its employees, representatives, contractors, subcontractors and agents reasonable access to your premises or service address at reasonable hours to install, inspect, service, maintain, restore, remove, or disconnect Northwestel Services or Equipment.
- 4.2 Except in the cases of emergency or where entry is pursuant to a court order, Northwestel will enter or access your premises or service address at mutually agreed upon times.
- 4.3 Northwestel employees, representative, contractors, subcontractors and agents will show identification prior to entering you premises or service address. You should refuse admittance to anyone claiming to be an employee of Northwestel who does not have identification and notify Northwestel immediately.

## 5 Services Interruption

- 5.1 Northwestel and/or its agents may interrupt and/or make inspection of the 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 to perform necessary maintenance on the Equipment, its facilities and/or network, or for other technical reasons as may be required.
- 5.2 Northwestel is only required to provide you reasonable notice of such and interruption or inspection if Northwestel needs access inside your premises or on the property where you receive the Services.



- 5.3 You understand that the Services may 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 Northwestel to reset or reconfigure the Equipment, its facilities and/or network to reactivate the Services.

## 6 Payment Terms

- 6.1 You agree to pay Northwestel the total charges for use of the Services, including, without limitation, fees applicable to installation, Equipment rental or deposits, administration costs incurred by Northwestel if your account is past due, service calls, pay-per-view, plus any applicable federal, provincial / territorial or regulatory taxes or surcharges, incurred in connection with the use of the Services (as all such fees may be changed from time to time).
- 6.2 You will be billed once per month. Services are billed one-month in advance, with the exception of usage-based services including movie rentals, High Speed Internet usage charges, and long distance telephone calls.
- 6.3 Northwestel may bill you for a charge up to twelve (12) months from the date the charge was incurred.
- 6.4 You agree to pay all amounts by the due date indicated on your invoice by using any of the payment methods accepted by Northwestel. Payments received by Northwestel 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 on the outstanding amount at 1.25% per month or \$2.95 minimum, whichever amount is greater. Over due accounts are subject to termination of the Services by Northwestel.
- 6.5 You agree to pay Northwestel an administration fee of \$20.00, if your credit card is denied or if your cheque is returned due to non-sufficient funds.
- 6.6 If Northwestel agrees to restore your Services after suspension or disconnection for cause, payment of the full amount due and a reconnection charge will be required before the Services are restored.
- 6.7 You are responsible to ensure that the billing information you provide Northwestel is accurate. You agree to promptly notify Northwestel of any changes in your billing information.
- 6.8 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 is terminated in a manner set out in Section 9 below prior to the end of such trial period.
- 6.9 You must bring invoice questions and disputes to Northwestel's attention within 60 days of the invoice date. Your failure to contact Northwestel regarding any invoice will constitute your acceptance of the invoice.

## 7 Credit and Security Deposit

- 7.1 Northwestel reserves the right to examine your credit records at any time, whether before or after providing you the Services.
- 7.2 Northwestel may require a deposit or impose other payment or credit requirements, including but not limited to interim payments or mandatory pre-payments, at any time and on such terms as determined in our sole discretion. You will not earn any interest on deposits or other payments held by Northwestel. If your Service is terminated, we will apply any deposits or other payments against the outstanding final balance on your account.
- 7.3 Upon notice to you, we may assign, change or remove a credit limit on your account at any time.
- 7.4 Service may be suspended, at any time, to any and all of your accounts, if your balance, including unbilled usage and pending charges, fees and adjustments, exceeds this limit. Recurring service charges will continue to apply during any suspension of Services.

## 8 Northwestel's Provision of Services

- 8.1 Northwestel is not required to provide the Services where:
- 8.2 Your premise is located outside of Northwestel's service or licensed geographic area;
- 8.3 You have failed to make payment of the amounts due for the Services and/or the Equipment;
- 8.4 Your service is restricted, blocked, suspended or terminated cause as set out in Section 10 of these Terms; or
- 8.5 Northwestel would have to incur unusual expenses to bring the Services to your premises, which you do not agree to pay.
- 8.6 If you are moving you are responsible to notify Northwestel prior to the date you are moving. If you move to a location that is outside of the area served by Northwestel, this Agreement shall be terminated and you must return all Equipment to Northwestel. The ability to transfer the Services to the new premises is dependant on the availability of the Services at the new location.

## 9 Customer-Initiated Termination

- 9.1 You may at anytime, upon at least thirty (30) days prior notice to Northwestel, cancel this Agreement or any Service provided under the Agreement. Applicable charges shall continue to apply until the thirty (30) days have elapsed. You shall remain liable for the payment of all outstanding balances accrued up to the date of termination.
- 9.2 The Services may be terminated immediately and without penalty as follows:
- 9.3 In the event of the death of a Northwestel account holder, the termination is effective from the date Northwestel is notified in writing of the death; or
- 9.4 Where your premises are damaged so that they must be abandoned, the termination is effective from the date Northwestel is notified.
- 9.5 You agree that if the Services are terminated for any reason you will permit Northwestel to access your premises at in accordance with Section 4 of

these Terms to remove the Equipment and any other materials provided by Northwestel if you fail to return same to Northwestel as required under this Agreement.

## 10 Northwestel-Initiated Termination

- 10.1 Northwestel may restrict, block, suspend or terminate any or all of Services or accounts without notice or liability to you, if:
- 10.2 You are in breach of any term or condition of this Agreement including non-payment of your charges or non-compliance with Northwestel's Acceptable Use Policy applicable to the Services that you subscribe to;
- 10.3 You do not maintain the Service within the prescribed credit limit;
- 10.4 You exceed reasonable usage limits, as determined by us;
- 10.5 You have given false, misleading or outdated information;
- 10.6 We reasonably suspect or determine that any of your Services or Equipment is the subject of fraudulent, unlawful or improper usage or usage that adversely affects Northwestel's operations or the use of our services or facilities by others;
- 10.7 You harass, threaten or abuse us or our employees or agents;
- 10.8 You fraudulently or improperly seek to avoid payment to us;
- 10.9 You become bankrupt or otherwise insolvent;
- 10.10 You fail to provide Northwestel with reasonable entry and access to install, inspect, repair, replace or to perform necessary maintenance on the Equipment, or Northwestel's facilities or network; or
- 10.11 You relocate, alter, abuse or disconnect the Equipment.
- 10.12 For the situations listed above, Northwestel may attempt to notify you using the contact information shown on your account stating the reason and date scheduled for the suspension or termination.

- 10.13 If a Service is restricted, blocked, terminated or suspended for any of the reasons set out above, Northwestel is not obligated to restore the Services.
- 10.14 Northwestel may terminate this agreement for any reason at any time; upon at least thirty (30) days prior notice you using the contact information shown on your account.

## 11 Limitation of Liability

- 11.1 In the event of any breach by Northwestel, its affiliates or its agents, including any breach of a fundamental term or any negligence by Northwestel, your exclusive remedy shall be to receive from Northwestel payment for actual and direct damages to a maximum amount equal to the fees paid by you to Northwestel in the past three months for the services.
- 11.2 Under no circumstances shall Northwestel, its partners or associates or their respective directors, officers, employees, servants or agents be liable to you or to any third party for any direct, indirect, special, or consequential damages, including loss of profits and loss of business opportunities, that result in any way from this agreement, including your use of the Equipment and/or Service thereof, 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.
- 11.3 Northwestel shall not be liable for, and you shall indemnify and save Northwestel harmless from and against all suits, claims or judgments howsoever arising out of any of the following;
- 11.4 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;
- 11.5 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 equipment and/or the services by you or a third party infringes any intellectual property rights or contractual rights of any third party; or
- 11.6 Claims by those to whom you provide access to the Equipment and/or the Services.
- 11.7 Northwestel shall not be liable for:
- 11.8 The denial, restriction, blocking, disruption, interruption or unavailability of the Services;
- 11.9 Any act or omission of any third party including, but not limited to, other provider of connections, facilities or services;
- 11.10 Your conduct, acts or omissions;
- 11.11 Any event beyond the reasonable control of Northwestel 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;
- 11.12 Northwestel's failure, for any reason, to activate the Services on the activation date you requested or date provided to you by Northwestel;
- 11.13 Any defacement of, or damage to, your premises resulting from the attachment of any instruments, apparatus or associated wiring and/or the Equipment furnished by Northwestel, or removal thereof, when such defacement or damage is not wholly caused by Northwestel's negligence; and
- 11.14 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 thereafter become incompatible with the Equipment and/or the Services.

## 12 Limited Warranty

- 12.1 All equipment and the services are provided by Northwestel “as is” and “as available” without warranties or conditions of any kind.
- 12.2 To the maximum extent permitted by applicable law, Northwestel disclaims all warranties, representations or conditions, either express or implied, regarding the Services or Equipment including warranties of title or non-infringement, or any implied representations, warranties and conditions of fitness for a particular purpose and merchantable quality with regard to any merchandise, information, programming, advertising, content or service and those arising from a course of dealing or usage of trade.
- 12.3 Northwestel does not warrant uninterrupted use or operation of the equipment and/or services.
- 12.4 Northwestel 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 is free of defect, error or viruses.
- 12.5 Northwestel does not warrant that the content, including without limitation content of any programming and/or advertising that is accessible on or from the services.

## 13 Disputes and Governing Law

- 13.1 Any disputes or claims (“Claims”) whatsoever between Northwestel and you will be referred to and determined by arbitration to the exclusion of the courts, with costs paid by each party. If you have a claim you should give written notice to arbitrate to, Northwestel at Box 1469, 5120 – 49th Street, Yellowknife NT attention: General Manager.
- 13.2 Arbitration will be conducted by one arbitrator pursuant to the laws and rules relating to commercial arbitration in the province or territory in which you reside that are in effect on the date of the notice. If Northwestel has a claim, Northwestel will give your notice to arbitrate at your billing

address. Arbitration of claims will be conducted in such forum and pursuant to such rules as you and Northwestel agree upon and failing agreement will be conducted by one arbitrator pursuant to the laws and rules relating to commercial arbitration in the province or territory in which you reside that are in effect on the date of the notice to arbitrate. If the claim relates to a matter that should be brought before the Canadian Radio-Television and Telecommunications Commission (CRTC), you agree that the CRTC will resolve the claim.

- 13.3 You agree to waive any right you may have to commence or participate in any class action against Northwestel related to any claim, where applicable you also agree to opt out of any class proceedings against Northwestel.
- 13.4 This Agreement shall be governed by and construed in accordance with the laws of the province or territory in which your billing address is located and the federal laws of Canada applicable therein and you hereby consent to the exclusive jurisdiction of the courts of such jurisdiction. Please note that your rights and remedies may vary by province and territory.

## 14 Confidentiality

- 14.1 Northwestel abides by its Code of Fair Information Practices which can be found at [nwtel.ca](http://nwtel.ca) or by contacting Northwestel.
- 14.2 Terms and conditions of the Code of Fair Information Practices are incorporated and form part of this Agreement.

## 15 General

- 15.1 This agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this agreement and supercedes and replaces any and all prior written or verbal agreements.
- 15.2 You may not assign, resell or transfer the Equipment or the Services to any person without prior written consent of Northwestel. This Agreement will ensure to the benefit of, and be

binding upon, your respective heirs, executors, administrators, successors and permitted assignees and for the purpose of Northwestel shall benefit to any party that controls, is controlled by or under common control with Northwestel.

- 15.3 Upon termination of this Agreement, 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 provisions of Sections 3, 4, 6, 7, 8, 11, 12, 13, and 14 and the terms of Northwestel Acceptable Use Policy applicable to the Services you subscribed to and the Code of Fair Information Practices shall survive the termination of this Agreement.
- 15.4 The failure of either party to insist upon strict interpretation of this Agreement or to exercise any options herein, shall not act as a waiver of any right or option, but the same shall continue to be in full force and effect. The failure of Northwestel to enforce this Agreement, for whatever reason, shall not be construed as a waiver of any right to do so at any time. No waiver by either party of any breach shall be effective unless expressed in writing.
- 15.5 You agree that if any portion of this Agreement is held invalid or unenforceable, the remaining portions of the Agreement will remain in full force and effect.

## 16 Northwestel Contact Information

Web Access: [nwtel.ca](http://nwtel.ca)

Telephone: 1-800-661-0834

Via mail: Northwestel Inc.  
PO Box 1469  
5120-49th Street  
Yellowknife, NT X1A 2P1

## 17 Additional Terms Applicable to Internet Access Services

### 17.1 Acceptable Use Policy

By using Northwestel's internet Services, you agree not to use this service in a manner that is contrary to applicable law or regulations and Northwestel's Acceptable Use Policy, which forms part of this Agreement.

### 17.2 Home Networking

You acknowledge and understand that when using home networking, there are certain inherent risks (for example other users may gain access to your system or your Services and accounts). Northwestel shall not be liable for any claims or damages relating to home networking, even if the home networking application or service is provided, installed, maintained or supported by Northwestel.

## 18 Additional Terms Applicable to Television Services

18.1 Only one television or FM receiver may be attached to any outlet.

18.2 Northwestel supports a maximum of four (4) outlets per residential premises and up to a maximum of two (2) digital receivers.

18.3 If you are a residential customer, the Services may only be used for personal residential use and may not be used for any commercial purpose.

