

NORTHWESTEL TERMS OF SERVICE

Effective October 1, 2016

These terms of service ("**Terms**") apply to retail residential and business services ("**Northwestel Services**", "**Services**" or "**Your Services**") provided to customers ("**Customer**" or "**you**") by Northwestel Inc. and/or a related Northwestel company ("**Northwestel**" or "**we**"), depending on the community where you live or the services to which you subscribe). Your Services may include Internet services ("**Northwestel Internet**"), traditional or cable telephone services ("**Northwestel Phone**") and cable or digital TV services ("**Northwestel TV**"). Your Services may also include equipment owned by Northwestel (including equipment rented from Northwestel) ("**Northwestel Equipment**") that you may need to receive Your Services, such as devices, receivers, Smartcards, modems, routers, accessories, hardware, networks, platforms, batteries and/or other products.

Certain Northwestel Services are regulated by the Canadian Radio-television and Telecommunications Commission ("**CRTC**"). These Services include Northwestel Phone Services and Northwestel Internet Services in communities where Internet is not provided over satellite ("**Regulated Services**"). The Tariffs located at <http://www.nwtel.ca/legal/tariffs> ("**Tariffs**"), these Terms, along with your package details from time to time, as well as your invoice (which may include notices of changes to your contract) all taken together form the entire contract between you and Northwestel ("**the Contract**" or "**your Contract**"). If there is an inconsistency or conflict between Tariffs and any other part of the Contract, then Tariffs prevail.

All of the parts of your Contract are important and together create a legal agreement that applies to you once you have accepted it. We rely on your word that you have reached the legal age of majority and are authorized to enter into your Contract.

You are considered to accept your Contract on the earlier of the date: (a) you receive a copy of these Terms; or (b) you use Your Services. You understand and agree that you are bound by the Contract, now and in the future. If you do not agree to the Contract, you must not use Northwestel Services.

We recommend that you print a copy of these Terms. You may contact Northwestel by calling 1-888-423-2333 at any time to get a printed copy of these Terms.

Information about all Northwestel services, including the details and prices of available packages can be found on Northwestel's website www.nwtel.ca or by calling 1-888-423-2333.

Service Periods

1. Your Services will be provided to you on a month-to-month basis (“**Monthly Service Period**”), unless when you order Services, you and Northwestel agree to a minimum contract period (“**Fixed Service Period**”) for a particular Service.
2. The Service Period of any Northwestel Service will begin on the date you accept your Contract, and will expire at the end of the first Monthly Service Period or the Fixed Service Period, as applicable (this is your “**Initial Service Period**”). Upon expiration of your Initial Service Period, Your Services will continue to be provided on a monthly basis at our then-applicable rates, unless you cancel Your Service. Your Initial Service Period, as continued on a monthly basis, will be referred to in these Terms as a “**Service Period.**”
3. You are responsible for keeping the contact and payment information you provide to us up to date. This information includes your name, mailing address, email address, address where Your Services will be provided (“**Service Address**”), phone number, and the names of anyone who is authorized to make changes to Your Services.

Changes to Your Services and these Terms

4. We may, at our discretion, make changes to Your Services from time to time, including changing fees, package pricing or content. We will advise you of changes by sending you an email message or by mailing notification to the billing address shown on your account. Changes will take effect 30 days after the date of the notification.
5. Tariffs may also change from time to time. Changes to Tariffs will be posted online at www.nwtel.ca and will take effect on a date determined by the CRTC.
6. In addition, we may change, add or delete parts of these Terms from time to time. Any changes made to the Terms will be posted online at www.nwtel.ca. We may, but do not have to, advise you of changes by sending you an email message or by mailing notification to the billing address shown on your account. Changes will take effect 30 days after the date they are first posted online.
7. If you do not accept a change to Your Services, the Tariffs or these Terms, your only option is to cancel your Contract (see Section 12). If you do not terminate Your Services or you continue to use Your Services after changes become effective, it means you agree to the changes and will continue to be bound by your Contract.

Charges and Billing

8. You agree to pay Northwestel all charges for use of Your Services, which may include:
 - installation fees
 - equipment purchase amounts, rental fees or deposits
 - administration costs incurred by Northwestel if your account is past due
 - fees for service calls
 - usage-based service charges (such as fees for pay-per-view (“**PPV**”), video on demand (“**VOD**”), data overages, and long distance charges)
 - fees for changing Your Service packages
 - charges for restoring Your Services after they were suspended or disconnected
 - charges to repair or replace Equipment that is lost, stolen, damaged or not returned to us when required
 - any applicable federal, provincial/territorial or regulatory taxes or surcharges
 - administrative fees such as bank charges if your credit card is declined or if your payment is returned due to insufficient funds
 - late payment charges
9. You will be billed once per month. Unless you subscribe for e-billing, your invoice will be mailed to you. For more information about e-billing or to sign up, visit www.nwtel.ca/ebill. Even if you do not receive a monthly invoice, you are still responsible to pay all charges for use of Your Services. If you have not received an invoice, please call us at 1-888-423-2333.
10. When you subscribe for Services, the charge payable for a Service provided during a portion of the monthly billing period will be calculated from the date of activation of Services to the end of the billing period. After

your first invoice, Services will be billed on a monthly basis in advance, except for usage-based services which will be billed in the following month.

11. We may bill you for a charge up to 12 months from the date the charge was incurred.
12. You must bring billing questions and disputes to our attention,
 - a. For recurring (monthly) charges, within one year of the invoice date; and
 - b. For non-recurring (one-time or usage) charges, within 150 days of the invoice date.If you fail to contact us about an invoice within these time periods, you will no longer have the right to dispute the charges.
13. You agree to pay all undisputed amounts by the due date stated on your invoice by using any of the payment methods accepted by Northwestel. Payments received by Northwestel on or after the due date will be reflected on your next invoice.
14. You may pay your invoice online at <http://www.nwtel.ca/my-account/pay-my-bill>, through your bank account, by cheque through the mail or dropped off at the Northwestel store in Whitehorse or Northwestel Payment Agents in other communities, or (for accounts of less than \$3,000 per month) with select credit cards.
15. You may also set-up a pre-authorized payment plan. If you provide us with credit card or bank account information for your monthly payments, you authorize us to charge your credit card or debit your bank account for all outstanding charges, taxes and balances due under the Contract, including any applicable late payment charges, administrative charges and Cancellation Charges. You confirm that the credit card is in your name, is valid and has not expired or that the bank account is active and in your name. You must promptly advise us if the credit card or bank account used for pre-authorized payments changes.
16. If we have not received payment of your invoice in full by the due date, a late payment charge will be calculated and applied to your next invoice. The current late payment charge is specified on Northwestel's invoices and may change from time to time.
17. You agree to pay us an administration fee if your credit card is declined or if your payment is returned due to insufficient funds.
18. If your Contract is cancelled, you will provide us with up-to-date information for final invoices or correspondence. Failure to provide a forwarding address may result in the forfeiture of any outstanding credits or deposits on your account.

Promotional Period Offers

19. If you are receiving Your Services through a promotional period offer in which Your Services are offered free or at a discount for a period of time ("**Promotional Period**"), at the end of the Promotional Period, you agree to pay all regular charges and fees for Your Services, unless you cancel Your Services before the end of the Promotional Period.

Credit Checks and Security Deposits

20. We may perform credit checks and obtain information about your credit history from a credit reporting agency, credit grantor or Northwestel subsidiaries to activate Your Services or to assist in collection efforts.
21. You agree that we may review your credit records at any time, whether before or after activating Your Services. We may also disclose your Northwestel credit history to credit reporting agencies, credit grantors or collection agencies.
22. Under certain circumstances set out in Tariffs, we may require a deposit or impose other payment or credit terms, including requiring you to make payments more often or requiring you to make prepayments. You will earn interest on deposits held by Northwestel as required under Tariffs.
23. If Your Service is cancelled or terminated, we will apply any deposits or other payments against the outstanding final balance on your account.
24. At any time with notice to you, we may add, change or remove a credit limit on your account. Any or all of Your Services may be suspended if your balance, including unbilled regular charges, usage-based charges or other fees and adjustments, exceeds this limit. During the period Services are suspended, we will make a daily pro rata credit to your account based on the monthly charge for such services.

Northwestel Equipment

25. In order to provide you with Your Services, we may require Equipment to be installed at your Service Address. You agree to allow our employees or agents access to your Service Address at reasonable and agreed upon times to install Equipment.
26. Northwestel Equipment is made available only so you can use Your Services and all Northwestel Equipment provided or rented to you or used by Northwestel in connection with Your Services will at all times remain the property of Northwestel.
27. Nothing in these Terms gives you any rights to or ownership of the Northwestel Equipment. You understand that you may not use the Northwestel Equipment as collateral for any loan and you agree to keep all of the Northwestel Equipment free and clear of any liens and claims. If you become aware that anyone has made a claim against the Northwestel Equipment, you must notify us right away and help us remove any liens.

Maintenance, Support and Repair

28. You agree to allow Northwestel and its employees or agents access to the Northwestel Equipment at your Service Address at reasonable and agreed upon times in order to inspect or repair the Northwestel Equipment.
29. You are responsible for the safekeeping of the Northwestel Equipment. You agree that if, while in your care, any Northwestel Equipment is damaged, tampered with, lost or stolen or sold, leased, or not returned, you will pay us the full cost to recover, repair and/or replace the Northwestel Equipment.
30. We only provide support for Northwestel Equipment and will not provide support for any equipment owned by you.

Return of Northwestel Equipment

31. If Your Services are cancelled or terminated for any reason, you are required to return any Northwestel Equipment to us in good working order, within five business days of the final day of service. Northwestel Equipment may be returned to any Northwestel retail office or by contacting us at 1-888-423-2333 to arrange for return.
32. If you do not return Northwestel Equipment or it is returned damaged or unusable, you agree to pay replacement or repair costs plus applicable taxes which will be billed to you on your final invoice.

When Northwestel Enters your Property

33. Except in the case of emergency or where entry is with a court order, Northwestel will enter your Service Address only at times agreed on between you and Northwestel.
34. Northwestel employees, representatives, contractors, subcontractors and agents will show identification prior to entering your Service Address. You should refuse entry to anyone claiming to be an employee of Northwestel who does not have identification, and contact us immediately.

Your Equipment

35. You are responsible to supply, at your cost, all wiring inside your Service Address ("**Inside Wiring**") needed to connect Your Services.
36. All equipment, devices, software or other things you are required to supply for access and use of Your Services or that you use in connection with Your Services such as hearing devices, telephones, fax machines, home security and/or medical devices, televisions, or computer equipment ("**Your Equipment**") is and will remain your responsibility. We are not responsible for supplying, installing or operating your Inside Wiring or Equipment, or for your use of Your Equipment, including without limitation, the suitability of your Inside Wiring or Your Equipment or compatibility of Your Equipment with any Northwestel Equipment or Your Services.
37. We have no obligation to maintain, repair or provide customer service for any Inside Wiring or Your Equipment and we will not provide support for Your Equipment.
38. Your Inside Wiring and/or Your Equipment must meet Canadian Electrical Code and Northwestel Terminal Attachment standards to function properly with Your Services. For more information, you may contact Northwestel at 1-888-423-2333 or visit <http://support.nwtel.ca/hc/en-us/articles/205386365-Inside-Wiring>.

You Are Responsible for the Use of Your Services

39. **You are responsible for all use of Your Services.** You must take reasonable security precautions to protect Your Equipment and Your Services and control access to them. You agree to pay all charges incurred through use of Your Services, unless you can prove to us that the use was an unauthorized intrusion that happened despite your reasonable security precautions.
40. Anyone using your Services is also obliged to follow these Terms. You have the sole responsibility to make sure that other users understand and follow these Terms. You understand and agree that you are solely responsible and liable for any breaches of these Terms no matter who was using Your Services when the breach occurred.
41. You understand and agree that when using wireless networking there are risks such as other users gaining access to your system or Your Services and accounts. **Northwestel is and will not be liable to you or anyone else for any claims or for damages relating to local networking,** even if the local networking is provided, installed, maintained or supported by Northwestel. For more information, visit www.nwtel.ca and click on Get Support.

Content Warnings

42. Northwestel does not make any guarantees about the type of content you may be able to access by using Your Services. You understand that you may find some content offensive and you agree that use of Your Services is at your own risk. Some content may not be suitable for minors and it is your responsibility to supervise all minors whom you permit to view, use and/or access the content by using your Services. For more information, visit www.nwtel.ca and search for “parental controls.”
43. We are not responsible for or liable to you for any content, application or services (“**Applications**”) provided to you or accessible by you through Your Services, for any charges incurred in connection with Applications or anything that is or can be done with Applications even if you are billed for Applications. All Applications are viewed, used or accessed solely at your own risk.

Copyright and Intellectual Property

44. You are responsible for any content you post, upload, store, transmit or communicate to others using Your Services, including data, documents, videos, music, photos, etc. You own or you have the necessary rights to use this content. We are not liable for the unauthorized use or distribution of this content (including third-party content).
45. We may prohibit, remove, restrict and/or block access to any content that we reasonably determine is in violation of these Terms.
46. We may access or preserve content or information to: (a) comply with legal process in Canada or foreign jurisdictions, (b) to operate Northwestel Services, (c) to ensure compliance with these Terms, or (d) to protect Northwestel, other customers, or the public.
47. We have the right to, but do not have to, monitor or investigate, with or without a complaint being made, any content provided through Your Services to make sure these Terms are followed.
48. If we receive a complaint about the use of Your Services, we will investigate the complaint and your Services may be suspended or terminated and/or we may remove content from our servers.
49. Northwestel may be required to report certain activities to law enforcement. In addition, we may be required to release customer information to third parties to comply with an investigation into any activity which may violate laws.
50. You acknowledge that Northwestel may store your content so you can access such content, but that if you fail to access such content within a certain period of time (as determined by Northwestel), or if the applicable Northwestel Service is cancelled, we may delete such content without notice to you.

Waiver of Copyright

51. In order for you to use Your Services, Northwestel may need to use, copy, adapt, transmit, display, publish, distribute or create compilations and derivative works from your content. For example, if you create a photograph and email the photograph using Your Services, we cannot maintain the integrity of the work during transmission. To transmit the image, it must be broken down into packets of digital information. In

order to strictly comply with copyright law and still provide Services, these Terms include a waiver of your moral rights to your content. By using Your Services, you waive your moral rights *solely as required for Northwestel to provide Your Services* and you authorize Northwestel to perform these activities in relation to your content anywhere in the world.

Power Outages and Other Interruptions in Your Services

52. You understand that Your Services will not function in the event of a power failure. In addition, a power failure or disruption may require Northwestel to reset or reconfigure the Northwestel Equipment and/or Northwestel's network to reactivate Your Services and Your Services may not be immediately available when power is restored.
53. Northwestel or its agents may interrupt Your Services and/or make inspection of Northwestel Equipment at any time for any length of time, without notice or liability to you, in order to install, inspect, repair, replace or to perform necessary maintenance on Northwestel Equipment, the Northwestel network, or for other technical reasons as may be required.
54. We are only required to provide you reasonable notice of such an interruption or inspection if we need access inside your Service Address.

How You Can Cancel Your Services

55. You may cancel Your Services at anytime by calling Northwestel at 1-888-423-2333.
56. You are responsible for payment of outstanding invoices, plus usage charges and fees to the date of cancellation, as well as any other charges or fees related to Your Services, e.g. failure to return Northwestel Equipment.
57. If you cancel a Service and service fees were paid in advance, you will receive a refund or credit for the period of time between the date of cancellation and the end of the billing period for the Service.
58. If the Service Period is a Fixed Service Period, and you cancel Your Service before the end of the Fixed Service Period, you will be billed for 50% for the period of time remaining in the Fixed Service Period, unless otherwise specified in your Contract.

How Northwestel May Suspend or Terminate Your Services

59. Northwestel may limit, suspend or terminate Your Services if:
 - a) you fail to pay an account that is past due, provided it exceeds fifty dollars or has been past due for more than two months
 - b) you fail to provide or maintain a reasonable deposit or alternative when required to do so or fail to provide payment when requested by us
 - c) you fail to comply with the terms of a deferred payment agreement
 - d) you repeatedly fail to provide us with reasonable entry and access to your Service Address
 - e) you use or permit others to use any of Your Services so as to prevent fair and proportionate use by others
 - f) you use or permit others to use any of Your Services for a purpose or in a manner that is contrary to law or for the purpose of making annoying or offensive calls
 - g) you rearrange, disconnect, remove or interfere with Northwestel's facilities, or
 - h) you charge anyone for using Your Services, except by special agreement with Northwestel.
60. Before Your Services are limited, suspended or terminated, we will attempt to notify you using the contact information shown on your account, stating the reason and date scheduled for the suspension or termination, the amount owing (if any), the reconnection charge and the telephone number of a Northwestel representative with whom any dispute may be discussed.
61. If Northwestel terminates Your Service, you are responsible to pay all charges and fees up to the date of termination and any charges or fees related to the termination of Your Services, such as for failure to return Northwestel Equipment.

What Happens When You Move

62. You may receive Your Services and use Northwestel Equipment only at your Service Address. If you want to move Your Services or the Northwestel Equipment to another address, you must notify us. You cannot move Northwestel Equipment to another address without our written permission.
63. If you move to a location that is outside our service area, Your Services will be cancelled and you must return all Northwestel Equipment to us.

NORTHWESTEL INTERNET SERVICE TERMS

Regulated Service

64. Internet in communities where Internet is not provided over satellite is a Regulated Service. The Tariffs located at <http://www.nwtel.ca/legal/tariffs> apply to terrestrial Internet services. If there is an inconsistency or conflict between Tariffs and any part of your Contract, then Tariffs prevail.

Usage Charges

65. Your Internet Services include a monthly usage allowance for the amount of data you upload or download, based on your service package. For any data uploaded or downloaded in excess of your monthly usage allowance, we will charge you a unit rate per gigabyte as an overage charge. Any overage charges will appear on your next month's invoice.
66. Information to help manage your usage and to subscribe to our usage notification tool can be found at www.nwtel.ca/my-account.

What You Can and Cannot Do with Your Internet Services

67. You will only use Your Services for lawful purposes and you will follow any laws or regulations that apply to Your Services.
68. **You agree not to:**
 - a) use Your Services for commercial purposes such as web hosting, commercial e-mail hosting, commercial FTP sites, or advertising unless specifically authorized by us, or use Dial-Up Internet Services for business or commercial purposes
 - b) transmit or link to any communication where the meaning of the message, or its transmission or distribution, would violate any applicable law or regulations, including those which deal with obscene communications, or its transmission is for the purpose of making an annoying or offensive communication to any other person
 - c) engage in an unsolicited mass distribution of any message
 - d) upload, publish, deface, modify or distribute any information, software or material which is protected by copyright or other legal protection without obtaining permission of the copyright owner or rights holder
 - e) disrupt or interfere with any services provided by us or any other service provider
 - f) engage in any activity that could in our opinion significantly compromise or degrade network performance or affect the ability of others to use our services, including but not limited to dissemination of viruses and other harmful or unsolicited code and generating levels of traffic sufficient to impede the ability of other users to send or retrieve information
 - g) engage in any activity that could compromise the security of our services or the security of other computers on the Internet, or
 - h) share, resell, or provide, as part of any commercial transaction, Your Service to any third party.

Northwestel Owns IP Addresses

69. IP addresses may be installed in your hardware or software during your Service Period. These addresses are not portable and remain our property. Northwestel may change IP addressing at any time without notice to you.

E-Mail Addresses

70. Email addresses provided for your use by Northwestel remain our property.
71. If an email account provided for your use by Northwestel is inactive, we may delete the account without notice to you. An “inactive” email account is an account that has not been checked using POP, IMAP or webmail for 6 months or more, regardless of whether any e-mails have been sent or received. Email addresses that are forwarded to another email address are considered active.

DSL Services and Dial-Up Services Require a Telephone Line from Northwestel

72. In order to receive DSL Internet Services from Northwestel in communities served by satellite transport, or if Your Services include dial-up Internet services, a Northwestel telephone line is required.

Technical Traffic Management Policies

73. During peak periods, we use Deep Packet Inspection (“DPI”) to identify peer-to-peer (“P2P”) file sharing traffic. DPI is a technology used in the industry to examine the types of traffic (but not the content) going across a network. P2P file sharing traffic is less time sensitive than other real-time sensitive applications, such as web browsing or video streaming. Because P2P file sharing applications are less time sensitive, they can be slowed when Internet traffic becomes congested during peak periods without interrupting use of the service.
74. When we use DPI as part of our traffic management measures during peak periods of Internet usage, we do not examine the actual content of traffic nor do we collect any personal information as part of the process.
75. Northwestel also has the right to implement other technical traffic management policies to prevent malicious activity such as denial of service attacks or the spread of Trojan viruses.

Fluctuations in Internet Speeds

76. Internet speeds and signal strength may vary based on your modem configuration, Internet and server traffic, conditions in external environments, condition of your Inside Wiring and Your Equipment, network management and many other factors. The speeds advertised in service package descriptions may not always be available when using Your Service. For more information about speed testing, visit <http://www.nwtel.ca/shop/internet/usage-tools/internet-speed-test>.

NORTHWESTEL TV SERVICE TERMS

About Your TV Services

77. You may not use residential TV Services for commercial purposes.
78. Your monthly charge includes service to a maximum of four outlets at each Service Address.
79. Unless we tell you otherwise at the time you place your order for sports or other specialty packages, any subscription to a package or a channel is for a Monthly Service Period, and no fees will be refunded if you cancel Your Services.

PPV and On Demand Services

80. As part of Your Services, we provide programming packages and subscriptions, personal video recorder (“PVR”) services, pay per view (“PPV”) services, on-demand (“On Demand”) services, interactive services, Applications and other special programming (“Programming”).
81. All sales of PPV or On Demand Programming are final. If we are unable to provide PPV or On Demand Programming that you have ordered, we will credit you the amount charged for that PPV or On Demand Programming. We are not responsible for cancelled events or failure to provide any PPV or On Demand Programming. Some PPV or On Demand Programming may only be available if you also subscribe to other Programming.
82. PPV is for residential use only unless otherwise authorized by Northwestel and its third party vendor.
83. All Programming is provided on a “subject to availability” basis. Certain Programming transmitted by us, including sports events, may be “blacked out” in your area of reception for copyright or other reasons outside of our control. Programming may also be subject to temporary interruption due to causes such as

weather or satellite failure. We will not refund charges or credit you for blackout periods or temporary interruptions.

84. Where permitted by the Programming provider, you may be able to receive and view select Programming on end-user devices such as personal computers, tablets and other mobile devices using specified authentication credentials (“**Personal Devices**”), in addition to your TV. **NOTE: YOU MAY BE CHARGED TO VIEW PROGRAMMING ON PERSONAL DEVICES, INCLUDING DATA USAGE CHARGES REGULARLY ASSOCIATED WITH THE USE OF PERSONAL DEVICES. YOU MAY ALSO BE CHARGED ADDITIONAL DATA USAGE CHARGES FOR INTERACTIVE SERVICES.**
85. Programming is for your private viewing at your Service Address and on Personal Devices. Other than as authorized by Northwestel for viewing on Personal Devices, you agree not to access, receive, listen to or view (or try to access, receive, listen to or view) any of the Programming outside of your Service Address. This restriction applies whether the Service Address you provided is your primary residence or a vacation property or secondary location, such as a camper or recreational vehicle. You may not maintain multiple receivers on one Northwestel TV account that are active at different locations simultaneously.
86. Programming may not be rebroadcast, copied or transmitted in any form, and you must not charge admission or any other consideration in return for allowing third parties to listen to or view any Programming.
87. You may change your Programming if your account is in good standing. We will deactivate Programming you request to be cancelled and activate any new Programming effective as of the next billing cycle date after we receive your request. We will not refund charges or credit you for cancelled Programming.

NORTHWESTEL PHONE SERVICE TERMS

Regulated Services

88. Northwestel Phone Service is a Regulated Service. The Tariffs located at <http://www.nwtel.ca/legal/tariffs> apply to Phone Service. If there is an inconsistency or conflict between Tariffs and your Contract, then Tariffs prevail.

Power Outages and Cable Phone Service

89. In the event of a power outage, the cable telephone terminal used with Your Cable Phone Services provides a battery back-up to ensure that your telephone service remains available for up to 8 hours. Your Cable Phone Service will not function in the event of an extended power failure beyond that time. We do not guarantee the amount of time the back-up battery will provide power. We will not be liable to you or to any third party for any inability to use Cable Phone Services as a result of a power failure.

9-1-1 Emergency Services (if available in your community)

90. In order for 9-1-1 emergency services to function properly on Your Phone Services, the Northwestel Equipment installed at your Service Address must not be tampered with or moved from your Service Address.
91. Phone Services, including 9-1-1 services, may not function correctly, or at all, in the following circumstances:
 - if Your Equipment fails or is not configured correctly
 - in the event of a cable network outage or extended power failure
 - if you tamper with or move Northwestel Equipment to a location other than your Service Address, or
 - if Your Services have been suspended, cancelled or terminated
92. We will not be liable to you or to any third party for any inability to obtain access to 9-1-1 emergency services.

Directory Listings & Unlisted Phone Numbers

93. As required by the CRTC, we will make your name, address and telephone number(s) available to publishers of paper and electronic telephone directories and to providers of operator services.

94. You may have your name, address and telephone number listing information omitted from these directories or services by requesting, and paying for, an unlisted telephone number. Contact Northwestel at 1-888-423-2333 to have your telephone number unlisted or to get more information about unlisted telephone numbers.
95. Your name, address and telephone number(s) will still be accessible by 9-1-1 service providers (if 9-1-1 service is available in your community), even if you have requested, and paid for, an unlisted telephone number.

Telephone Number Transfers

96. In communities where other telephone service providers are active you have the right to transfer Your Phone Service including your local phone number to another provider.
97. If you wish to transfer Your Phone Service to another service provider, you must first contact that service provider. At the request of your new service provider, and as long as your account and phone number are active, we will cancel your Northwestel Phone Services, then process a transfer request for your phone number to your new service provider. You will be responsible for all fees and taxes associated with the transfer from Northwestel including any applicable Cancellation Charges.
98. A transfer of a phone number does not include the transfer of any associated services (including voicemail service), or Northwestel Equipment. On the transfer of your service to another provider, you are required to return any Northwestel Equipment to us in good working order, within five business days of the final day of service.
99. If you wish to transfer your phone service from another provider to Northwestel, please call Northwestel Customer Service at 1-888-423-2333, and (i) confirm that you have the right to make the request; (ii) authorize us to share with your existing service provider information relevant to the transfer request (which may include your personal information); and (iii) complete and sign the required request form. We will then request your existing service provider to transfer your phone number to Northwestel. You will be responsible for payment of fees owed to your existing service provider, including any applicable cancellation charges.
100. We are not responsible for any interruption, disruption or disconnection of any services associated with the phone number which is the subject of a transfer request.

GENERAL SERVICE TERMS

Confidentiality of Your Information

101. We protect your personal information in a manner consistent with Canadian law, Tariffs and Northwestel's Privacy Policies available at <http://www.nwtel.ca/legal/northwestel-privacy-policy-and-code>.
102. We follow our Code of Fair Information Practices when collecting, using or disclosing your personal information.

Marketing Information

103. You agree that, from time to time, we may communicate information regarding our products and services to you via email, text message, voicemail, telemarketing and direct mail if we think such information will be of interest to you. If you do not wish to receive these types of communications, you may opt out at any time by contacting Northwestel at 1-888-423-2333.

Limited Warranty

104. We do not guarantee Northwestel Equipment or the provision of Your Services or that there will be uninterrupted use or operation of Northwestel Equipment or Your Services. You agree that Northwestel Equipment and Your Services are provided "as is" and "as available".
105. Any warranties, representations, or guarantees not specifically mentioned in the Contract are expressly disclaimed by Northwestel to the maximum extent allowed by law, as are warranties of title or non-infringement, or any implied representations, warranties and conditions of fitness for a particular purpose and merchantable quality and those arising from a course of dealing or usage of trade.

106. We do not guarantee that any data or communication sent by or to you through Your Services will be transmitted in uncorrupted form or within a reasonable period of time, or that any content or other material accessible on or from Your Services is free of defects, errors or viruses. We do not guarantee any of the content that is viewed, used or accessible on or from Your Services.

Intellectual Property Indemnity

107. We agree to indemnify you from any claims made against you by any third party in the event that the use of Northwestel Equipment infringes a third party's lawful rights in any valid patent, copyright, trade secret, or other proprietary interest enforceable in Canada provided that: (a) we have sole conduct of the proceedings; (b) you promptly notify us of all such claims and have not made any admissions in respect of them; and (c) you provide us with reasonable assistance and authority in connection with such claims.
108. We may, in our discretion and at our expense, either procure for you the right to continue to use the infringing item and/or modify or replace the infringing item or, if neither option is commercially practicable, remove the infringing item.
109. This indemnity shall not apply to the extent that any infringement is caused or contributed to by you, the connection of Your Equipment to the Northwestel network, the combination, operation or use of Your Services with any other devices, data or programs not furnished by Northwestel or its authorized subcontractors, or any modification by you of Your Services that has not been authorized in writing by Northwestel.

Limitations of Liability and Indemnification

110. Except with regard to physical injuries, death or damage to customer premises or other property occasioned by its negligence, our liability for negligence, including breach of contract where the breach results from the negligence of Northwestel, is limited to the greater of \$20 and three times the amounts refunded or cancelled in accordance with Tariff CRTC 3001, Items 13.1 (Directory Errors and Omissions) or 15.1 (Refunds in Case of Service Problems), as applicable.
111. If Your Equipment is damaged because of our error or negligence, we will pay for the repair or replacement of the damaged components up to a maximum of \$2,000.00. You must report damage to Your Equipment in writing to us within 3 business days of the date of the damage.
112. We will not be liable for any damage to, loss, or destruction of any software, files or data.
113. These Terms do not limit our liability in cases of deliberate fault, gross negligence or breach of contract where the breach results from our gross negligence.
114. We will not be responsible or liable to you or anyone claiming through you for:
- a) the denial, restriction, blocking, disruption, interruption or unavailability of Your Services
 - b) any act or omission of any third party including, but not limited to, other providers of connections, facilities or services
 - c) your conduct, acts or omissions
 - d) any breaches of confidentiality or privacy resulting from the use of Your Services or Equipment
 - e) any event beyond our reasonable control
 - f) our failure, for any reason, to activate Your Services on the activation date you requested or date provided to you by us
 - g) any defacement of, or damage to, your Service Address resulting in any way from Northwestel Equipment, including installation or removal, unless such defacement or damage is caused by our negligence, or
 - h) any damages you incur as a result of the operation or failure of Inside Wiring or Your Equipment, including if any of Your Equipment is or becomes incompatible with Northwestel Equipment and/or Your Services.
115. Under no circumstances will we be liable to you or to any third party for any indirect, special, or consequential damages, including loss of profits or loss of business opportunities, that result in any way from your Contract, including your use of Northwestel Equipment and/or Your Services, or your reliance on or use of any information, service, merchandise or material viewed or provided on or through use of Your

Services, or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in reception or transmission, or failure of performance of Your Services.

116. Should you or anyone else use Your Services in a way that results in a claim against Northwestel for defamation, copyright, patent or other infringement, you agree to indemnify us from all costs and damages we may suffer as a result of such claim.

Disputes

117. Any unresolved dispute arising out of the marketing, sale or provision of Your Services by Northwestel or relating in any way to these Terms, except for the collection by Northwestel of charges and fees owing for Your Services, may be referred to a single mediator chosen by both you and us.
118. Should the mediation not result in a resolution, the dispute will then be decided by private, confidential and binding arbitration by the same person originally chosen as mediator. The fees of the mediator and arbitrator shall be shared equally between you and us.
119. If the subject of the dispute is within the mandate of the CRTC or the Commission for Complaints for Telecommunication Services or another Canadian regulatory agency with jurisdiction, you agree that the dispute will be referred to the appropriate body for resolution and that such resolution is binding on you and Northwestel.

Governing Law

120. The Contract will be governed by the laws of the province or territory in which your Service Address is located and the federal laws of Canada. **Please note that your rights and remedies may vary depending on the location of your Service Address.**

Other General Terms

121. You may not assign, resell or transfer Northwestel Equipment or Your Services to any person without Northwestel's permission.
122. The Contract is binding on you, your respective heirs, executors, administrators, successors and permitted assigns, and Northwestel and its successors and assigns.
123. Upon cancellation or termination of the Contract, all accrued obligations or liabilities and provisions of the Contract which by their nature are intended to continue beyond such termination will remain in effect.
124. No failure by Northwestel to exercise any right under the Contract or to insist on full compliance by you with your obligations under the Contract will constitute a waiver of any provision of the Contract.
125. You agree that if any portion of the Contract is determined to be invalid or unenforceable by a court or regulatory authority having jurisdiction, the remaining portions of the Contract will remain in full force and effect.