

## Terms of Service Northwestel Unregulated Services

These terms of service (“**Terms**”) apply to Northwestel residential and business services (any or all of these are called the “**Services**”) for which the Canadian Radio-television and Telecommunications Commission (“**CRTC**”) has not approved a tariff.

As of January 2015, unregulated Services provided by Northwestel include all Internet services (DSL high-speed Internet, cable Internet and dial-up Internet), long distance services and cable television services.

Tariffed services include all wireline telephone services, including cable home phone services, as well as many other services. More information about tariffed services may be found at <http://www.nwtel.ca/northwestel-policies/tariffs/>.

Information about all Northwestel services, including the details and prices of available packages, can be found on Northwestel’s webpage [www.nwtel.ca](http://www.nwtel.ca) or by calling 1-888-423-2333.

***The CRTC now regulates Northwestel’s terrestrial Internet service but has not yet approved a tariff for these services. Internet services provided over satellite are not regulated services. Northwestel is expecting the CRTC to approve tariffs for terrestrial Internet services by March 2015. These Terms will be amended at that time.***

### ***Section 1 - These Terms form a Legal Agreement between You and Northwestel***

“Northwestel” means Northwestel Inc., our affiliates, licensors, suppliers and agents and our employees, officers, directors and representatives.

These Terms and the details of the applicable service plan or package set out the rights, obligations and conditions of Northwestel supplying the Services to you, including any software, intellectual property, devices, equipment, and/or other things needed to access the Services supplied by Northwestel (“**Equipment**”). There are no other terms and conditions.

By opening an account with Northwestel and activating the Services, you agree that:

- you have read these Terms,
- you are legally bound by them,
- you will follow them, and
- you are at least the age of majority in your province or territory.

If you do not wish to be bound by these Terms or any changes which may be made by Northwestel from time to time (as described in the next section) do not activate or use the Services or Equipment and contact Northwestel right away.

Northwestel recommends that you print a copy of these Terms. If you do not have Internet access, you may contact Northwestel at any time to get a printed copy of these Terms.

### ***Section 2 – Changes to the Services and these Terms***

Northwestel may, at its discretion, make changes to the Services from time to time, including changing fees, package pricing or content. Current Service information can be found at [www.nwtel.ca](http://www.nwtel.ca) or by contacting Northwestel at 1-888-423-2333.

Northwestel may change, add or delete parts of these Terms from time to time. Northwestel will post notice of any changes made to the Terms online at [www.nwtel.ca](http://www.nwtel.ca). Also, Northwestel may, but does not have to, advise you of changes by sending you an electronic mail message at your user address or mailing notification to the billing address shown on your account with Northwestel. All changes will take effect after 30 days of the date they are first posted online.

If you do not accept a change to the Terms, your only option is to cancel your agreement with Northwestel (see Section 12). If you do not terminate the Services or you continue to use the Services after changes become effective, it means you agree to the posted changes and will continue to be bound by the Terms.

### ***Section 3 – Charges and Billing***

You agree to pay Northwestel all charges specified by Northwestel for use of the Services, whether you receive a bill or not. Charges may include:

- fees for installation;
- 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 pay-per-view (PPV), video on demand (VOD), data overages, and long distance);
- fees for changing your Service packages;
- charges for restoring your Services after they were suspended or disconnected for cause;
- charges to repair or replace Equipment that is lost, stolen, damaged or not returned to Northwestel when required;

plus any applicable federal, provincial/territorial or regulatory taxes or surcharges. Subject to the details of your plan, Northwestel may change any charges or fees from time to time.

Current charges and fee information can be found at [www.nwtel.ca](http://www.nwtel.ca) or by contacting Northwestel at 1-888-423-2333.

You will be billed once per month. When you subscribe for Services, the charge payable for a Service provided during a portion of the monthly invoicing period will be calculated from the

date of activation of Services to the end of the applicable 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 arrears.

Northwestel may bill you for a charge up to 12 months from the date the charge was incurred.

You agree to pay all amounts by the due date stated on your bill 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.

Amounts not paid before the due date will be subject to a late payment charge. The current late payment charge is specified on Northwestel's invoices and may change from time to time. You also agree to pay Northwestel an administration fee if your credit card is declined or if your payment is returned due to non-sufficient funds.

You are responsible to ensure that the billing information you provide Northwestel is correct and current. You agree to notify Northwestel of any changes in your billing information without delay.

You must bring billing questions and disputes to Northwestel's attention within 30 days of the bill date. If you fail to contact Northwestel about a bill within this time period, you will be considered to have accepted the charges on the bill.

#### ***Section 4 – Promotional Period Offers***

If you are receiving any Services through a promotional period offer in which the Services are offered free or for a discounted amount for a period of time, at the end of the promotional period, you agree to pay all regular charges and fees for the Services as set out in Section 3, unless you cancel the Services before the end of the promotional period.

#### ***Section 5 – Credit Checks and Security Deposits***

You agree to allow Northwestel to review your credit records at any time, whether before or after activating your Services.

Northwestel 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, at any time. You will not earn any interest on deposits or other payments held by Northwestel. If your Service is cancelled or terminated, Northwestel will apply any deposits or other payments against the outstanding final balance on your account.

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. Regular monthly charges will continue to be billed during any suspension of your Services.

## ***Section 6 – Northwestel Supplied Equipment***

### ***Purchase, Rental, and Installation***

In order to provide you with the Service, Northwestel may require Equipment to be installed at the address you identified as your service address. You agree to allow Northwestel's employees or agents access to your property at reasonable and agreed upon times to install Equipment.

Equipment is made available only so you can use the Services and, unless you bought the Equipment, all Equipment provided or rented to you or used by Northwestel in connection with the Services will at all times remain the property of Northwestel. Nothing in these Terms gives you any rights to or ownership of any of the Equipment not purchased by you.

You understand that you may not use Northwestel's Equipment as collateral for any loan and you agree to keep all of the Equipment not owned by you free and clear of any liens and claims. If you become aware that anyone has made a claim against the Equipment, you must notify Northwestel right away and help Northwestel remove any liens.

### ***Maintenance, Support and Repair***

You agree to allow Northwestel and its employees or agents access to the Equipment at your service location at reasonable and agreed upon times in order to inspect or repair the Equipment.

You are responsible for the safekeeping of the Equipment. You agree that if, while in your care, any Equipment not owned by you is damaged, tampered with, lost or stolen or sold, leased, or not returned, you will pay Northwestel the full cost to Northwestel to recover, repair and/or replace the Equipment.

Northwestel will only provide support for Equipment supplied by Northwestel.

### ***When the Services are Cancelled or Terminated***

When the Services are cancelled or terminated for any reason you are required to return any Equipment not owned by you to Northwestel in good working order within five business days. The Equipment may be returned to any Northwestel retail office or by contacting Northwestel at 1-888-423-2333 to arrange for return.

If you do not return Equipment not owned by you, or it is returned damaged or unusable, you agree to pay replacement or repair costs plus applicable taxes.

### ***Section 7 – When Northwestel Enters your Property***

Except in the cases of emergency or where entry is with a court order, Northwestel will enter or access your property or service address only at times agreed on by you and Northwestel.

Northwestel employees, representatives, contractors, subcontractors and agents will show identification prior to entering your property or service address. You should refuse entry to anyone claiming to be an employee of Northwestel who does not have identification, and contact Northwestel immediately.

### ***Section 8 – Your Equipment***

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

All equipment, devices, software or other things 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, or computer equipment (“**Your Equipment**”) is and will remain your responsibility. Northwestel is not responsible for supplying, installing or operating your Equipment, or for your use of Your Equipment, including without limitation, the suitability of Your Equipment or compatibility of Your Equipment with any Northwestel Equipment or the Services. Northwestel has no obligation to maintain, repair or provide customer service for any of Your Equipment and Northwestel will not provide support for Your Equipment.

Some of the Services may require that Your Equipment meets certain standards to properly function. You may contact Northwestel at 1-888-423-2333 or visit [www.nwtel.ca](http://www.nwtel.ca) for information on those standards.

### ***Section 9 – You Are Responsible for the Use of Your Services***

**You are responsible for all use of your Services by anyone.** 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 that use, unless you can prove to Northwestel that the use was an unauthorized intrusion that happened despite reasonable security precautions.

You agree that 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 the Services when the breach occurred.

You understand and agree that when using wireless home 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 home networking,

even if the home networking is provided, installed, maintained or supported by Northwestel. You may visit [www.nwtel.ca](http://www.nwtel.ca) for information on securing your wireless networks.

### ***Section 10 – Content Warnings and Questionable Content***

Northwestel does not make any guarantees about the type and condition of the content you are able to access by using the Services. You understand that there may be content that you may find offensive and you agree that your viewing and/or use of such content is at your own risk. Some content may not be suitable for minors and you agree to supervise all minors whom you permit to view, use and/or access the content by using your Services.

Northwestel is not responsible for or liable to you for any content, application or services (“**Applications**”) provided to you or accessible by you through the 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.

Northwestel has the right to, but does not have to, monitor or investigate, with or without a complaint being made, any content provided through the Services to make sure these Terms are followed. If Northwestel receives a complaint, Northwestel will investigate the complaint and, in its sole discretion, may suspend or terminate the account(s) involved and/or may remove the material from its servers. Customers involved or affected will be notified of this proceeding. Northwestel reserves the right to release customer information to comply with an investigation into any activity which may violate these Terms, and may report such activities to the appropriate authorities.

Northwestel reserves the right to prohibit, remove, restrict and/or block access to any content that Northwestel decides is unacceptable, undesirable or in violation of these Terms.

Northwestel may access or preserve content or information to comply with legal process in Canada or foreign jurisdictions, to operate the Services, to ensure compliance with these Terms, or to protect Northwestel, our customers, or the public.

### ***Section 11 – Power Outages and Other Interruptions in the Services***

You understand that the 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 Equipment and/or Northwestel’s network to reactivate the Services and the Services may not be immediately available when power is restored.

**You understand that if your home telephone service is provided through the Services and there is a power failure, your home telephone service will not work.**

Northwestel or its agents may interrupt and/or make inspection of the Equipment and/or the Services 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 the Equipment, the Northwestel network, or for other technical reasons as may be required.

Northwestel is only required to provide you reasonable notice of such an interruption or inspection if Northwestel needs access inside your property where you receive the Services.

### ***Section 12 – How You Can Cancel Your Services***

You may cancel your Services at anytime by calling Northwestel at 1-888-423-2333.

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 service, e.g. failure to return Northwestel owned equipment. If you cancel a Service, no credit or refund will be given for the period of time between the date of cancellation and the end of the billing period for the Service.

### ***Section 13 – How Northwestel Can Suspend or Terminate Your Services***

Northwestel may restrict, block, suspend or terminate any or all of your Services without notice or liability to you, if:

1. You are in breach of any term or condition of these Terms or your agreement with Northwestel;
2. You exceed any credit limit for the Services set by Northwestel;
3. You do not follow the requirements for acceptable use of the Services, such as those set out in Section 21;
4. You have given Northwestel false, misleading or outdated information;
5. You harass, threaten or abuse Northwestel's employees or agents;
6. You fail to make payment or you fraudulently or improperly seek to avoid payment to Northwestel; or
7. You become bankrupt or otherwise insolvent.

In 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.

If a Service is restricted, blocked, terminated or suspended for any of the reasons set out above, Northwestel does not have to restore the Services.

Northwestel may terminate your Services for any reason at any time with at least 30 days prior notice using the billing address shown on your account.

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 Equipment.

#### ***Section 14 - What Happens When You Move***

You may use the Equipment only at your service address. If you want to move your Services or the Equipment to another address, you must notify Northwestel. You cannot move Equipment not owned by you to another address without the written permission of Northwestel.

If you move to a location that is outside of the area served by Northwestel, the Services will have to be cancelled and you must return all Equipment not owned by you to Northwestel.

#### ***Section 15 – Limited Warranty***

Northwestel does not guarantee the Equipment or the provision of the Services or that there will be uninterrupted use or operation of the Equipment and Services. You agree that Equipment and Services are provided “as is” and “as available”.

Any warranties, representations, or guarantees not specifically mentioned in these Terms 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.

Northwestel does not guarantee that any data or communication sent by or to you through the 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 the Services is free of defect, error or viruses. Northwestel does not guarantee any of the content that is viewed, used or accessible on or from the Services.

#### ***Section 16 – Confidentiality of Your Information Held by Northwestel***

Northwestel’s Code of Fair Information Practices can be found at [www.nwtel.ca](http://www.nwtel.ca) Northwestel agrees to abide by that Code when collecting, using or disclosing your personal information.

#### ***Section 17 – Marketing Information***

You agree that, from time to time, Northwestel may communicate information regarding its products and services to you via e-mail, text message, voicemail, telemarketing and direct mail if Northwestel thinks such information will be of interest to you. If you do not wish to receive these types of communications, contact Northwestel at 1-888-423-2333.



## ***Section 18 - Limitations of Liability and Indemnification***

If Northwestel breaches any of these Terms, your only remedy shall be to receive from Northwestel payment for actual and direct damages to a maximum of \$100. If Your Equipment is damaged because of Northwestel's error or negligence, Northwestel will pay for the repair or replacement of the damaged components up to a maximum of \$2,000.00. You must report the damage to Your Equipment in writing to Northwestel within 3 business days of the date of the damage. Northwestel will not be liable for any damage to, loss, or destruction of any software files or data.

Northwestel shall not be responsible or liable to you or anyone claiming through you for:

1. The denial, restriction, blocking, disruption, interruption or unavailability of the Services;
2. Any act or omission of any third party including, but not limited to, other providers of connections, facilities or services;
3. Your conduct, acts or omissions;
4. Any breaches of confidentiality or privacy resulting from the use of the Services or Equipment;
5. 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;
6. Northwestel's failure, for any reason, to activate the Services on the activation date you requested or date provided to you by Northwestel;
7. Any defacement of, or damage to, your premises resulting in any way from the Equipment or Services, including installation or removal, unless such defacement or damage is wholly caused by Northwestel's negligence; and
8. Any damages you incur as a result of the operation or failure of Your Equipment, including if any of Your Equipment is or becomes incompatible with the Equipment and/or the Services.

Under no circumstances shall Northwestel 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 this agreement, including your use of the 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 failure of performance of the Services.

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 Northwestel from all costs and damages Northwestel may suffer as a result of such claim.

## ***Section 19 – General Terms***

### ***Disputes***

Any unresolved dispute arising out of the marketing, sale or provision of the Services by Northwestel or relating in any way to these Terms, except for the collection by Northwestel of charges and fees owing for the Services, may only be referred to a single mediator chosen by the parties.

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 by the parties.

If the dispute relates to a matter that should be brought before the CRTC or the Commission for Complaints for Telecommunication Services or any other body established by law or by a Canadian regulatory agency with jurisdiction, you agree that the appropriate body will resolve the claim.

### ***Governing Law***

Your agreement with Northwestel, including these Terms will be governed by the laws of the province or territory in which your billing address is located, or if your billing address is located outside Canada, the laws of Yukon, and the federal laws of Canada. Please note that your rights and remedies may vary by province and territory.

### ***Other General Terms***

You may not assign, resell or transfer the Equipment or the Services to any person without prior written consent of Northwestel.

Your agreement with Northwestel will enure to the benefit of, and be binding upon, you, your respective heirs, executors, administrators, successors and permitted assigns and Northwestel and its successors, assigns and any party that controls, is controlled by or under common control with Northwestel.

Upon cancellation or termination of your agreement with Northwestel, all accrued obligations or liabilities and provisions of these Terms which by their nature are intended to continue beyond such termination will remain in effect.

No failure by Northwestel to exercise any right under your agreement with it or to insist on full compliance by you with your obligations under your agreement with Northwestel will constitute a waiver of any provision of your agreement.

You agree that if any portion of these Terms is determined to be invalid or unenforceable by a court or regulatory authority having jurisdiction, the remaining portions of these Terms will remain in full force and effect.

## **ADDITIONAL TERMS APPLICABLE TO INTERNET ACCESS SERVICES**

***The CRTC now regulates Northwestel's terrestrial Internet service but has not yet approved a tariff for these services. Internet services provided over satellite are not regulated services. Northwestel is expecting the CRTC to approve tariffs for terrestrial Internet services by March 2015. These Terms will be amended at that time.***

### ***Section 20 – Usage Charges***

Northwestel offers a variety of Internet plans and services. You understand that any usage in excess of the limits in the Internet plan you subscribed for will be invoiced to you at the rate then in effect.

### ***Section 21 - What You Can and Cannot Do with Your Internet Services***

The Services can only be used for lawful purposes and you agree that you will follow any laws or regulations that apply to your Services.

You agree NOT to:

1. Use the Service for commercial purposes such as web hosting, commercial e-mail hosting, commercial FTP sites, or advertising unless specifically authorized by Northwestel;
2. 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;
3. Engage in an unsolicited mass distribution of any message;
4. 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;
5. Disrupt or interfere with any service provided by Northwestel or any service of any other service provider;
6. Engage in any activity that could in the opinion of Northwestel significantly compromise or degrade network performance or affect the ability of others to use the Service, 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;
7. Engage in any activity that could compromise the security of the Service or the security of other computers on the Internet; and

8. Share, resell, or provide, as part of any commercial transaction, the Service to any third party.

Dial-Up Internet Services may only be used for personal residential use and may not be used for any business or commercial purposes.

### ***Section 22 – Northwestel Owns IP Addresses***

IP addresses may be installed in your hardware or software for the time you use the Services. These addresses are not portable and remain the property of Northwestel. Northwestel reserves the right to change IP addressing schemes at any time without notice to you.

### ***Section 23 – E-Mail Addresses***

E-mail addresses provided for your use by Northwestel are not portable and remain the property of Northwestel.

If an e-mail account provided for your use by Northwestel has been inactive for at least 6 months, Northwestel may delete the account without notice to you. An inactive e-mail account is an account that has not been checked using POP, IMAP or webmail, regardless of whether any e-mails have been sent or received. E-mail addresses that are forwarded to another e-mail address are considered active.

### ***Section 24 – DSL and Dial-Up Services Require a Telephone Line from Northwestel***

In order to receive DSL or Dial-up Services from Northwestel, you are required to subscribe to and maintain a telephone line from Northwestel. That subscription will be governed by the tariffs, terms and conditions that apply to telephone services.

### ***Section 25 – Changes to Internet Service Packages***

You may change your internet service packages at any time. If you change to a slower/smaller internet service package within 3 months of changing to a faster/larger internet service package, Northwestel may charge you a fee for this change on your next bill.

### ***Section 26 – Volume of Traffic Management Policies (Price Based and Technical)***

Northwestel may provide you with a base usage allowance for the amount of data you upload or download, based on your internet service package. For any data uploaded or downloaded beyond your base usage allowance, Northwestel will charge you a unit rate per gigabyte as an overage charge and any such overage charges will appear on your next bill. Current base usage allowance and overage charges can be found on Northwestel's webpage [www.nwtel.ca](http://www.nwtel.ca) or by contacting Northwestel at 1-888-423-2333.

Should, in the sole opinion of Northwestel, the traffic on the Northwestel network reach a volume that creates congestion of the network and impacts on the provision of Services, a technical traffic management policy will take effect. The technical steps taken by Northwestel will ensure that all users have equal access and to prevent certain applications from consuming too many resources. In particular, Northwestel has the right to limit peer to peer applications on its network.

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.

For more information on technical traffic management policies used by Northwestel visit [www.nwtel.ca](http://www.nwtel.ca).

### ***Section 27 – Fluctuations in Internet Speeds***

Internet speeds and signal strength varies based on your modem configuration, Internet and server traffic, conditions in external environments, network management and other various factors. Speeds advertised in service package descriptions may not always be available.

## **ADDITIONAL TERMS APPLICABLE TO TELEVISION SERVICES**

### ***Section 28 – General Television Service Terms***

Your television Services may only be used for personal residential use and may not be used for any commercial purpose.

You may only attach one television or FM receiver to any outlet. Your monthly service charge includes service to a maximum of four outlets at each service address.

Unless we tell you otherwise at the time you place your order for a sports or other specialty package, any subscription to a package or a channel is for a period of one month, and no fees will be refunded if you cancel your Services.

## **ADDITIONAL TERMS APPLICABLE TO TELEPHONE SERVICES**

### ***Section 29 – Application of General Terms of Service***

If you receive telephone service from Northwestel through the Services, the Northwestel Terms of Service as set out by the CRTC in Northwestel's General Tariff apply to such telephone services. If there are any differences between the General Terms of Service and these Terms, the General Terms of Service must be followed. The General Tariff may be found at <http://www.nwtel.ca/northwestel-policies/tariffs/>.

### ***Section 30 – Power Outages and Cable Telephone***

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

### ***Section 31 - 9-1-1 Emergency Services***

In order for 9-1-1 emergency services to function properly on the Services, the Equipment installed by Northwestel at your service address must not be tampered with or moved from your service address.

The telephone Services, including 9-1-1, 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 the Equipment to a location other than your service address; or
- after the Services have been suspended, cancelled or terminated.

Northwestel will not be liable to you or to any third party for any inability to use telephone Services or to obtain access to 9-1-1 emergency services as a result of the limitations described in this section.

### ***Section 32 – Directory Listings***

Northwestel will make your name, address and telephone number(s) available to publishers of paper and electronic telephone directories and to providers of operator services, in line with legal or regulatory requirements. 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 on unlisted telephone numbers.

Your name, address and telephone number(s) will be accessible by 9-1-1 service providers, even if you have requested, and paid for, an unlisted telephone number.