

**NORTHWESTEL TERMS OF SERVICE**  
**Effective January 31, 2020**

Your service details, these terms of service (“**Terms**”) and any schedules attached to these terms of service (“**Schedules**”), along with any amendments, all taken together form the entire contract (“**Contract**”) between you (“**Customer**” or “**you**”) and Northwestel Inc. You should review the entire Contract. All of the parts are important and together create a legal agreement that applies to you once you have accepted it. You may also be provided with a critical information summary that sets out key elements of your agreement with Northwestel.

These Terms apply to retail residential and business services (“**Northwestel Services**”, “**Services**” or “**Your Services**”) provided to Customers 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**”), home phone services (“**Northwestel Phone**”) and cable, digital, or streaming 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 Terrestrial Internet Services (that is, Internet Services not provisioned, in whole or in part, using satellite facilities) (collectively, “**Regulated Services**”). For Regulated Services, the Tariff located at <http://www.nwtel.ca/legal/tariffs> applies. If there is an inconsistency or conflict between these Terms and the Tariff, the Tariff prevails. If the CRTC decides it will no longer regulate a Regulated Service or a feature of a Regulated Service (sometimes referred to as “forbearance”), then only this Contract will continue to apply.

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. *Cette entente n’est pas disponible en français.*

### **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, including any term of the Contract, from time to time, including changing fees, package pricing or content. If required, we will advise you of changes at least 30 days (60 days for certain changes related to Internet Services) before the effective date of such change using a reasonable method to bring it to your attention such as by posting it on [nwtel.ca](http://nwtel.ca), by including it on or with your bill, or by sending it to you by email. This notice will clearly identify the proposed change and the effective date.
5. If you do not accept a change to Your Services or these Terms, your only option is to cancel your Contract. 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**

6. You agree to pay Northwestel all charges for use of Your Services including:
  - installation fees
  - equipment purchase amounts, rental fees or deposits
  - usage-based service charges (such as fees for pay-per-view ("**PPV**"), video on demand ("**VOD**"), data overages, and long distance charges)
  - administration costs incurred by Northwestel if your account is past due
  - fees for service calls including missed appointment fees
  - 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

Northwestel may charge fees to offset administrative, processing, environmental or service costs for your account. These charges can be found on [www.nwtel.ca](http://www.nwtel.ca) or in **Schedule A**, and may change over time.

7. 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](http://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.
8. 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.

9. We may bill you for a charge and applicable taxes up to 12 months from the date the charge was incurred.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. You agree to pay us an administration fee if your credit card is declined or if your payment is returned due to insufficient funds.
16. 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***

17. 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***

18. Northwestel may perform credit checks on you and collect and use information about your credit and payment history from Northwestel affiliated companies and brands and Bell affiliated companies and brands as they may exist over time ("**Our Companies**"), credit reporting agencies or other credit grantors to assess your creditworthiness, update your information, activate Services you ordered, or to assist in collection efforts, all from time to time. Northwestel may also disclose your credit and payment history with Our Companies to credit reporting agencies and credit grantors to assist with assessing your creditworthiness, and to collections agencies to assist with the collection of monies owed, also from time to time.
19. Northwestel may require a deposit or impose other payment or credit terms and will provide you with a reason for doing so. You will earn interest on deposits held by Northwestel calculated using the Bank of Canada's overnight rate in effect at the time, plus a minimum of 1% (or as otherwise required by law) on the basis of the actual number of days in a year, accruing on a monthly basis
20. If Your Service is cancelled or terminated, we will apply any deposits or other payments against the outstanding final balance on your account then refund you (in accordance with the timeline, if any, set out in applicable law) the balance of the deposit, if any.

21. 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***

22. 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.
23. 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.
24. 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***

25. 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.
26. 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.
27. We only provide support for Northwestel Equipment and will not provide support for any equipment owned by you.

#### ***Return of Northwestel Equipment***

28. 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.
29. 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***

30. You shall ensure Northwestel's right to access and use the inside wiring at your Service Address and provide Northwestel (including our third-party agents or contractors) access to your property or premises for installation, maintenance and related purposes.

#### ***Your Equipment***

31. Unless otherwise stated in a Tariff, you are responsible to supply, at your cost, all wiring inside your Service Address ("**Inside Wiring**") needed to connect Your Services.
32. 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.
33. 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***

34. **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.
35. 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.
36. 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](http://www.nwtel.ca) and click on Get Support.

### ***Content Warnings***

37. 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](http://www.nwtel.ca) and search for “parental controls.”
38. 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***

39. 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).
40. We may prohibit, remove, restrict and/or block access to any content that we reasonably determine is in violation of these Terms.
41. 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.
42. 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.
43. 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.
44. 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.
45. 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***

46. 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***

47. 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.
48. 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.
49. We are only required to provide you reasonable notice of such an interruption or inspection if we need access inside your Service Address.
50. Any credit or refund for any service unavailability or service outage is entirely at Northwestel's discretion.

#### ***How You Can Cancel Your Services***

51. You may cancel Your Services at anytime by calling Northwestel at 1-888-423-2333.
52. 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.
53. 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 within 90 days of the date of that bill.
54. A minimum subscription period or specific cancellation rules may apply to certain TV programming as noted.
55. To the extent permitted by law, if you cancel Your Service that is subject to a Fixed Service Period, then you must pay Northwestel the cancellation charge applicable to the Service set out in your Service Details. The cancellation charge is not a penalty; it is an estimate of damages suffered by Northwestel as a result of your early cancellation of Services.

#### ***How Northwestel May Suspend or Terminate Your Services***

56. 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.
57. 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 (set out in **Schedule A**) and the telephone number of a Northwestel representative with whom any dispute may be discussed. Northwestel will comply with the CRTC's Deposit and Disconnection Code and the Internet Code, as applicable.

58. 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***

59. 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.
60. 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**

#### ***Usage Charges***

61. Your Internet Services include a monthly usage allowance for the amount of data you upload and download, based on your service package. You are responsible for choosing the service package that is most appropriate to your needs. For any data uploaded or downloaded in excess of your monthly usage allowance, we will charge you a unit rate per gigabyte or any part thereof as an overage charge. Any overage charges will appear on your next month's invoice.
62. Information to help manage your usage and to subscribe to our usage notification tool can be found at [www.nwtel.ca/my-account](http://www.nwtel.ca/my-account). It is your responsibility to monitor and manage your monthly activity and to ensure your usage remains appropriate to your service package. You will automatically be enrolled in our usage monitoring tool, which will alert you to overages. If you would like to unsubscribe to these alerts you may do so by visiting [www.nwtel.ca/usage](http://www.nwtel.ca/usage) and logging into your usage report. There you will find an unsubscribe option. You can find more information about the usage associated with common online activities at <https://www.nwtel.ca/shop/internet/usage-tools>.
63. In addition to your usage, note that certain Northwestel Equipment and related software used with Your Services may automatically and without notice, generate usage. Such usage may include the transmission of data required for the management of Your Services and/or the Northwestel Equipment. You are responsible for all data usage charges, whether resulting from your activity or generated automatically.

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

64. You will only use Your Services for lawful purposes and you will follow any laws or regulations that apply to Your Services.
65. 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
  - 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***

66. 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***

67. Email addresses provided for your use by Northwestel remain our property.
68. 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 Require a Telephone Line from Northwestel***

69. In order to receive DSL Internet Services from Northwestel in communities served by satellite transport, a Northwestel telephone line is required.

### ***Technical Traffic Management Policies***

70. During peak periods, we may use technical traffic management policies to identify traffic that is less time sensitive than other sensitive real-time applications. For example, file sharing traffic is less time sensitive and can be slowed when Internet traffic becomes congested during peak periods without interrupting use of the service as opposed to web browsing or video streaming which is more time sensitive.
71. When we use 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.
72. 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***

73. 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***

74. You may not use residential TV Services for commercial purposes.
75. For cable and digital TV Services ("**Traditional TV Services**"), your monthly charge includes service to a maximum of four outlets at each Service Address.
76. 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***

77. As part of Your Services, we may 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**").
78. 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. You must have a continued subscription to Northwestel TV to access PPV or On Demand programming.

79. PPV is for residential use only unless otherwise authorized by Northwestel and its third party vendor.
80. 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.
81. 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.**
82. For Traditional TV Services, 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.
83. 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.
84. 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.

### **Streaming TV Services**

85. In order to subscribe to a streaming TV service from Northwestel ("**Streaming TV Service**"), You must continuously subscribe to a Northwestel Internet Service package that is eligible for use with a Streaming TV Service. Not every Northwestel Internet Service package is eligible for use with the Streaming TV Service.
86. Where permitted by the Programming provider, Northwestel may authorize you to receive and view select Programming on Personal Devices in addition to your TV.
87. The right Northwestel provides you to receive and view Programming is for your private viewing. You may not share your account or authentication credentials (for example, user name and password) that may be used to access Streaming TV Services, including Programming, with any person who is not currently a resident at your private residence which you listed as your Service Address.
88. Viewing Streaming TV Service Programming through any Internet service other than your eligible Northwestel Internet Service that is eligible for use with Streaming TV Service may be subject to data usage charges. You are responsible for any data usage charges.
89. If you are accessing Streaming TV Service Programming via any Internet service other than your Northwestel Internet Service that is eligible for use with Streaming TV Service, certain Programming may be unavailable.

## NORTHWESTEL PHONE SERVICE TERMS

### ***Power Outages and Phone Service***

90. Your Services, including your 9-1-1 service ("**9-1-1 Service**") may not work during network outages, including during planned hardware or software upgrades. As well, third-party communications services or equipment, monitored home security alarms or monitored medical devices that use Your Services as a communications pathway may also not function during network outages.
91. In addition, Northwestel's Services that are provided over fibre and cable telephone ("**Fibre and Cable Services**"), including 9-1-1 Service may not work:
  - a) during power outages if there is no battery backup, or once the battery backup has been depleted;
  - b) if the hardware, including, if applicable, any battery used in connection with the Fibre and Cable Services has been tampered with, damaged or relocated; or
  - c) if Northwestel Equipment fails, is not configured correctly or during a reboot/restart (whether spontaneous or initiated by you) of Northwestel Equipment.
92. You are responsible for the supply of electrical power necessary for the Fibre and Cable Services (including 9-1-1 Service) to work. We recommend you use the battery backup feature in case of a power outage. If you do choose to use the battery backup feature, you are also responsible for the supply of the first battery and any replacement battery unless Northwestel provides a battery to you as part of the Northwestel Equipment. A fully charged, working battery offers limited standby time for applicable Fibre and Cable Services during a power outage. You may be able to purchase a battery from Northwestel. Please note, if you have third-party communications services or equipment, a monitored home security alarm or monitored medical device, these services, equipment, monitored alarms or devices may not function during a power outage without the use of the battery backup feature on your Fibre and Cable Equipment.
93. We recommend that you have another way of contacting 9-1-1 Service during a power outage or in the case of equipment failure, for example, a mobile phone.
94. You are also responsible for the proper maintenance of the Fibre and Cable Equipment, including monitoring the battery, ensuring the battery remains charged and replacing the battery, if any, and contacting Northwestel for technical servicing when prompted to do so or as required, unless otherwise specified by Northwestel.
95. **To the extent permitted by applicable law, Northwestel is not responsible to anyone for any inability to access 9-1-1 Service or use the Fibre and Cable Services or the Northwestel Equipment, or for any interference with, or failure of, third-party communications services or equipment, monitored home security alarms or monitored medical devices as a result of the limitations or your failure to comply with the requirements and recommendations set out in this section.**

### ***Directory Listings & Unlisted Phone Numbers***

96. 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.
97. 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.
98. 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***

99. 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.

100. 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.
101. 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.
102. 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.
103. 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. Before your new service provider cancels a Northwestel Service on your behalf, it is your responsibility to review the impact such cancellation may have on your eligibility for any discounts or promotions associated with any other Northwestel Services.

## **GENERAL SERVICE TERMS**

### ***Confidentiality of Your Information***

104. 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>. Northwestel's commitment to privacy is found at the end of this Contract.
105. We follow our Privacy Policy when collecting, using or disclosing your personal information.

### ***Marketing Information***

106. 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 including recommending products or services based on your account information, eligibility and your needs and preferences as determined by your purchase and use of our products and services. 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. You will continue to receive service-related messages even if you choose not to receive marketing communications.

### ***Limited Warranty***

107. 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".
108. 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.
109. 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.

### ***Limitations of Liability***

110. **To the extent permitted by applicable law, Northwestel's liability for negligence, breach of contract, tort or other causes of action, including fundamental breach, is limited to payment, upon request, for actual and direct damages of a maximum amount of the greater of \$20 or an amount equal to the service fees payable during any service outage. Other than the foregoing payment and to the extent permitted by applicable law, Northwestel is not responsible to anyone for any damages, including direct, indirect, special, consequential, incidental, economic, exemplary or punitive damages.**
111. **In addition to the circumstances described elsewhere in this Contract where Northwestel has already stated it is not responsible for any claims, losses, damages or expenses, to the extent permitted by applicable law, Northwestel is not responsible for any claims, losses, damages or expenses relating to: (a) its entry onto your property to inspect, maintain, repair, relocate or replace any Northwestel Equipment; (b) any missed installation or other appointment for any Northwestel Services; (c) de-installation or removal of the Northwestel Equipment; or (d) distribution of content by you or third-parties. More generally, to the extent permitted by applicable law, Northwestel will not be responsible for failing to meet obligations due to causes beyond its reasonable control, including work stoppage, labour disputes and strikes (including those involving Our Companies), pandemics, war, terrorism, civil insurrection, any law, order, regulation or direction of any government, failure of the public power grid, unlawful acts, your failure to act in accordance with this Contract, or the act or omission of a telecommunications carrier whose network is used in establishing connection to a point which Northwestel doesn't directly serve, acts of nature and all other force majeure events.**

### ***Governing Law***

112. **Because Northwestel is federally regulated, this Contract is governed by the federal laws and regulations of Canada, including the CRTC's Internet Code and Television Service Provider Code and any provincial laws which might apply to Northwestel in the province or territory in which Your Service is provided. Please note that your rights and remedies may vary depending on the location of your Service Address.**

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

113. You may not assign, resell or transfer Northwestel Equipment or Your Services to any person without Northwestel's permission.
114. The Contract is binding on you, your respective heirs, executors, administrators, successors and permitted assigns, and Northwestel and its successors and assigns.
115. 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.
116. 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.
117. 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.
118. If you (or a member of your household) are a TV or Internet customer with a disability, you are entitled to a trial period of 30 days to determine if Northwestel TV and related Equipment meet your needs. If you cancel your Contract during the trial period, you may do so without penalty if you have used less than the usage allowance for the amount of data you upload or download based on your service package for 30 days and you return Northwestel Equipment in near-new condition, including original packaging. You are responsible for all charges incurred prior to your return of the Northwestel Equipment.

119. You can request alternative formats and find more information about Northwestel's accessibility services at <https://www.nwtel.ca/Accessibility> or you can call 1 888 423-2333. To contact us using a TTY at 1-800-855-1155.
120. Information about the CRTC's Television Service Provider's Code of Conduct can be found at [crtc.gc.ca](http://crtc.gc.ca).
121. Information about the CRTC's Internet Code can be found at [crtc.gc.ca](http://crtc.gc.ca).
122. If you have any questions or concerns about your Northwestel Services or your Contract, we'd be happy to help. Contact information is provided below.

Phone - 1 888 423-2333  
Online chat – [nwtel.ca](http://nwtel.ca)

If you have a complaint that Customer Service has been unable to resolve to your satisfaction, you can contact the Commissioner for Complaints for Telecommunications-Television Services ("CCTS"): P.O. Box 56067 – Minto Place RO, Ottawa, Ontario, K1R 7Z1. Toll-free: 1 888 221-1687. TTY: 1 877 782-2384. Fax: 1 877 782-2924. Email: [response@ccts-cprst.ca](mailto:response@ccts-cprst.ca). CCTS website: [ccts-cprst.ca](http://ccts-cprst.ca).

The CCTS cannot receive complaints relating to Regulated Services. If you have Regulated Services and you have a complaint that Customer Service has been unable to resolve to your satisfaction, you can contact the CRTC: Secretary General, CRTC, Ottawa, Ontario K1A 0N2. Toll-free: 1-877-249-CRTC (2782). TTY: 1-877-909-2782. Fax: 819-994-0218.

## SCHEDULE A – FEES

In addition to the Fees set out in your service details or on [www.nwtel.ca](http://www.nwtel.ca), to the extent permitted by applicable law, you may be subject to some of the following account or service Fees or charges. All Fees and charges are subject to change in accordance with the Contract. All Fees and charges are subject to applicable taxes and are per occurrence unless otherwise specified by Northwestel. Additional Fees not set out below may apply depending on the Northwestel Service ordered and your Service Address. You will be notified of any such additional Fees prior to being charged. Fees may be lower in certain locations, cases or where required by law.

Premise work	\$39.90
Premise visit	\$39.90
Line Connect	\$35.70
Order Process	\$32.55
TV installation only	\$49.95
Self-Install - Line Connect	\$35.70
Self-Install - Order Process	\$32.55
Late payment	3.25%/mo.
Line Connect (if suspended)	\$35.70
Order Process (if suspended)	\$32.55
Order Process -ownership change and/or downgrading in 90 days	\$32.55
Seasonal suspension internet service	\$10.00/mo.
Seasonal suspension telephone service	
Whitehorse and Yellowknife	\$15.67/mo.
All other communities	\$16.91/mo.
* All features on seasonal suspend are billed at 50% of regular rate	
Seasonal Reactivate (order processing and line connect)	\$68.25
Voicemail Password Change	\$11.44
Voicemail Ring Reset	\$9.95
Repair/Replace - Media Gateway (DCX3635)	\$599.00
Repair/Replace - Media Player (IP815)	\$199.00
Repair/Replace - DCX 3400/3510	\$499.00
Repair/Replace - DCX 700	\$199.00
Repair/Replace - Vista 200 Telephone Set	\$180.00
Repair/Replace - Enhanced Wireless Modem	\$99.00
Repair/Replace - Wired Modem	\$99.00
Repair/Replace - Set Top Box Remote Control	\$19.95
Repair/Replaced – Advanced TV Remote	\$34.95
NSF (Non Sufficient Funds)	\$35.00
Paper bill reprint fee	\$1 per page

## COMMITMENT TO PRIVACY

Our Companies<sup>1</sup> are committed to maintaining the privacy, accuracy and security of your Personal Information. Under our Privacy Policy, “**Personal Information**” is information about you as an identifiable individual that is protected by law. This Commitment to Privacy is a summary of our Privacy Policy and highlights important points that may be of interest to you.

**1. What information does our Privacy Policy apply to?** All Personal Information that we collect, use or disclose about our individual customers and authorized users is covered by our Privacy Policy. This may include information such as your name, mailing address, email address, phone number, credit information, and billing or service records. There are some exceptions created by applicable law to what might ordinarily be considered Personal Information.

**2. When do the Companies collect personal information?** We collect information during the inquiry, activation or purchase process for a product or service, when we provide service to you (including technical support or during the warranty/repair claims and service process), automatically when you use our products or services or visit our websites, call into a call centre and via security cameras when you shop in one of our corporate retail locations and also from third-parties, such as credit reporting agencies or other third-parties with whom you have had a payment relationship.

**3. How do the Companies use my Personal Information?** We collect information to:

- establish and maintain responsible commercial relations with you and to provide ongoing service;
- try to understand the needs and preferences of our Customers, and determine your eligibility for products and services;
- recommend products and services to meet your needs;
- develop, enhance, or provide products and services;
- market products and services to you;
- manage and develop our business operations;
- detect, suppress or prevent fraud; or
- meet our legal and regulatory requirements.

Where necessary, we will request your further consent before using your Personal Information for any new purpose(s) beyond those described above.

**4. When is my Personal Information disclosed?** Your Personal Information may be shared among the Companies and brands. We may disclose your Personal Information in a variety of circumstances and for the purposes set out within our Privacy Policy, such as when we have your express or implied consent. Where necessary, we will request your further consent before disclosing your Personal Information for any new purpose(s).

**5. How is my Personal Information protected?** We use appropriate technical and operational security safeguards which vary depending on the sensitivity of the Personal Information in question. All of our employees with access to Personal Information are required to respect the confidentiality of Personal Information. Personal Information we disclose to third-parties is governed by our Privacy Policy through comparable protections in our commercial agreements and is also protected by additional safeguards, if required, depending on the sensitivity of the Personal Information involved.

**6. Can I opt-out of the collection, use or disclosure of my Personal Information by the Companies?**

Sometimes. You can opt-out of your Personal Information being used for a variety of marketing communications by us, including telemarketing or addressed marketing mail, or commercial electronic messages like emails and SMS messages. But where your Personal Information is reasonably necessary to provide you with the services you requested or the operation of our network, you cannot continue to use the services and opt-out of the collection, use and disclosure of your Personal Information because it is a condition of services. In these circumstances, you must terminate your services to stop the collection, use and disclosure of your personal information.

**7. Where can I find a copy of the Privacy Policy?** You can get a copy of our Privacy Policy online at: [northwestel.ca/privacy](http://northwestel.ca/privacy) or by contacting the Northwestel Privacy Office using the contact information provided below. Please also visit our privacy pages at [northwestel.ca/privacy](http://northwestel.ca/privacy) for additional information. The <http://www.nwtel.ca/legal/northwestel-privacy-policy-and-code> webpages include frequently asked questions on topical privacy issues.

**8. Questions or concerns about our privacy practices?** If you still have unresolved privacy concerns you can contact us at the number shown on your bill. If a service representative cannot address your concerns to your satisfaction, contact the Northwestel Privacy Office at:

Northwestel Chief Privacy Officer  
301 Lambert Street, Box 2727  
Whitehorse, Yukon Y1A 4Y4  
or via email at [legal@nwtel.ca](mailto:legal@nwtel.ca)

1 In this Commitment to Privacy, the words “we”, “us”, “our” and “Companies” refer to Northwestel Inc. and its subsidiaries –Tahltan River Communications Inc., Waterways Communications Inc. and Waterways Communications Limited Partnership, and ARDICOM Digital Communications Inc.- as well as the Bell family of companies and brands as they exist over time including AAA Alarm Systems Ltd., Alarm Force Industries Inc. (Bell Smart Home), Bell Aliant, Bell Canada, Bell ExpressVu LP (Bell TV), Bell Media, Bell Mobility, Bell MTS, Cablevision du Nord, Createch, DMTS, KMTS, Lucky Mobile, Maskatel, NorthernTel, Northwestel, Ontera, Q9, Solo Mobile, The Source, and Télébec