

May 23, 2017

TARIFF UPDATE

Northwestel Inc. Tariff Notice 990
Internet Terms of Service – Vacation Suspension

NOTE: Effective date – May 16, 2017

This tariff application was submitted to revise General Tariff 3001, Item 1735 Terrestrial Cable and ADSL Internet Service, to revise the terms of service for Vacation Suspension service.

The CRTC has approved this tariff on an **interim** basis in Telecom Order CRTC 2017-157 on May 16, 2017

| Tariff | Description |
|---------------|----------------------------------|
| CRTC 3001 | 2 nd Revised Page 274 |

GENERAL TARIFF
TERRESTRIAL INTERNET SERVICES

Item
1735 TERRESTRIAL CABLE and ADSL INTERNET SERVICES

3. Conditions (continued...)

i. Northwestel-provided Equipment

Northwestel will provide a modem to the customer as part of the Internet service package. Northwestel will only provide Service to a Northwestel-provided modem.

j. Vacation Suspension

Customers may suspend Internet services for 1 to 6 months for a \$10 monthly recurring fee. If the customer is already paying to suspend phone or Cable TV on the same account, then no additional monthly fee will be assessed for Internet. No reconnection fee will be assessed for Internet when service is reactivated after vacation suspension is ended. Customers have the option to suspend Internet while maintaining other services. Customers may continue using their Northwestel email address while on Vacation Suspension. This offer is not available to customers on Grandfathered Internet packages. Bundled discounts may not apply while on vacation suspension. (C)

k. No Warranties

To the extent permitted by law, Northwestel makes no warranties, representations, claims, guarantees or conditions of any nature, express or implied, including fitness for a particular purpose, merchantability, title or non-infringement, with respect to any Services. Northwestel assumes no liability for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of any Services, even where such unavailability occurs after installation of the Services.

l. Limited Liability

Northwestel's liability for negligence, breach of contract, tort or other causes of action, including fundamental breach, is limited to the payment(s) provided for in General Tariff CRTC 3001, Item 15.1 and Item 16.1. Other than the foregoing payment(s) and to the extent permitted by law, Northwestel is not responsible to anyone for any damages, including direct, indirect, special, consequential, incidental, economic, exemplary or punitive damages. As stated in General Tariff CRTC 3001, Item 1.2 and Item 16.1, this limitation of liability does not apply to physical injuries, death or damage to customer premises or other property wholly caused by Northwestel's gross negligence.

Northwestel is not responsible for any claims if an installation appointment for any Service is missed, or for any claims related to distribution of content by customers. Northwestel is not responsible for failing to meet obligations due to causes beyond its reasonable control, including acts of nature, work stoppage, labour disputes and strikes, pandemics, war, terrorism, civil insurrection, government decree, failure of the public power grid, unlawful acts, or the act or omission of customers or third parties, including a telecommunications carrier whose network is used in establishing connection to a point which Northwestel doesn't directly serve.

In addition, Northwestel is not responsible for:

The denial, restriction, blocking, disruption, interruption or unavailability of the Services;

- i. Any breaches of confidentiality or privacy resulting from the use of the Services or Customer Equipment; or
- ii. Any damages a customer may incur as a result of the operation or failure of Customer Equipment, including if Customer Equipment is or becomes incompatible with Northwestel-provided Equipment and/or the Services.