

Terms of service for TELUS forborne business local exchange services provided on a monthly basis

This is an agreement between you and TELUS Communications Company ("TELUS"). It sets out the terms and conditions (the "Service Terms") that apply to your use of all local exchange services, including local telephone access service, and associated telecommunications services that TELUS provides (the "Services"). The Service Terms, together with TELUS rules and policies applying to the use of the Services, form the agreement between you and TELUS for the Services (the "Agreement").

To determine whether your local telephone service is unregulated or not, please consult www.telus.com/localexchange (the "Service Web Site") or call toll-free at 1-877-520-1212. By using the Services you are agreeing to the terms of this Agreement. IF YOU DO NOT AGREE TO THESE SERVICE TERMS, YOU MAY NOT USE THE SERVICES. For the purposes of these Service Terms, "you" refers to the person or business whose name appears on the bill.

TELUS reserves the right to amend these Service Terms, including rates and additional charges, at any time by giving 30 days notice. TELUS will notify you of amendments to these Service Terms by posting notice of the amendment at the Service Web Site, or by sending you notice on your monthly bill or email bill notice that the Service Terms have been amended, directing to where the amendment may be consulted. If you have access to the Internet, it is your responsibility to go to the Service Web Site at least every month in order to become aware of any amendments posted on the site, and you agree to consult any amendments notified to you in accordance with the directions received on your monthly bill or email bill notice. You are not obliged to continue using the Services after an amendment to the Service Terms is made; however, in the event you choose not to accept the changes, your sole remedy is to cancel the Services, effective at the end of your current billing period. Your continued use of the Services following any amendment shall be deemed to be your acceptance of the amended Service Terms, waiver of any additional notice requirements and agreement to pay for the Services in accordance with the amended Service Terms.

1. What TELUS Provides

a) Services

TELUS will provide you with the ability to make telephone calls from a telephone connected at your premises to the TELUS wireline telecommunications network, to telephone numbers assigned to the same local calling area and, for additional long distance charges, to telephone numbers outside the local calling area. TELUS may modify the extent of local calling areas from time to time, without notice and with immediate effect. Long distance calling is subject to separate and additional terms of service.

The Services also include call management services and other value added features available for additional charges billed either monthly or on a per-use basis, such as voicemail, call display, last number callback, number blocking, call forwarding, conference calling, etc. Additional charges may also apply for assistance provided by TELUS in the use of the Services, such as directory information or collect calling, for government required services such as 911 emergency service, and for tolled services including calls to 900 or 976 exchange telephone numbers.

You are responsible for the use of the Services by any person. You agree to indemnify and hold all TELUS Entities, as defined in paragraph 5(b), harmless from all losses, costs, damages, liabilities and expenses related to any violation of the Service Terms by such other persons, or in connection with their use of the Services.

b) Equipment

TELUS will supply, install, maintain and repair all facilities and equipment necessary to provide the Services up to the point of connection with the facilities or equipment owned by you. All TELUS equipment will remain the property of TELUS and must be returned to TELUS upon termination of this Agreement for any reason. TELUS may charge you for all work and equipment supplied in order to extend existing TELUS network facilities to your premises, including any expenses incurred to secure rights of way, access and occupancy. TELUS is not responsible for the maintenance or repair of facilities or equipment owned by you. If electrical power is required to provide the Services, you must supply the power at no charge to TELUS.

c) Billing

TELUS may provide you with a monthly bill in electronic format made available to you over the Internet, setting forth the charges incurred for use of the Services. Your monthly bill will be sent in paper form if you do not have access to the Internet or if electronic billing is not made available by TELUS. If TELUS makes your bill available over the Internet, it is your responsibility to create an online account management profile, to subscribe to electronic bill notification, and to check your online account every month for your bills. Regularly recurring charges are billed in advance and charges incurred on a per-use basis are billed in arrears. If your bill is lost or if you do not receive a bill, you are still responsible for making the required payment to TELUS.

d) Telephone Numbers

You do not own or have any property rights in any telephone numbers assigned by TELUS to you in connection with the Services. TELUS may change such telephone numbers during the time this Agreement applies, where TELUS reasonably determines that such change is necessary. TELUS is not liable for any damages resulting from changes to telephone numbers.

e) Directory Listing

The Services include the publication of your telephone number in telephone directories distributed for TELUS. You may block publication of your telephone number in these directories for an additional charge. Premium directory listings, using bolding, framing and other typographical devices designed to draw attention to the listing, may be made available by TELUS for an additional charge.

TELUS will provide you at no charge, each time TELUS publishes and delivers telephone directories for your local calling area, one copy of those residential and business directories. You may order additional copies of the directories by paying the applicable charges, including charges for delivery. You may not publish or reproduce in any form the contents of any telephone directory distributed for TELUS.

The sole liability of TELUS for errors in the publication of your directory listing, whether residential or business, including failure to publish the listing at all or the publication of a blocked telephone number, is to correct the listing for the next publication of the directory, and to reimburse any additional charges you have paid for telephone number blocking or a premium directory listing.

f) Maintenance

You agree to provide TELUS' agents and employees with access to the property and premises where the Services are provided in order to inspect the facilities and equipment used to provide the Services and to perform maintenance work.

g) Service Limitations

TELUS may refuse to provide any of the Services where the provision of such Services would necessitate unusual expenses which you do not agree to pay, or is impractical because TELUS cannot reasonably acquire the equipment, facilities or rights required to extend its network facilities to your premises. TELUS reserves the right to change its telecommunications network at any time, which may result in changes to rates or to your telephone number. TELUS assumes no liability whatsoever for any claims, damages, losses or expenses arising out of the unavailability or modified availability of the Services in any of the circumstances described in this paragraph.

2. Your Responsibilities

a) Requesting Service

After the Services have been requested, you must provide TELUS with a location on your premises to provide access to the Services and allow TELUS to enter your property and premises in order to install, maintain and repair TELUS' facilities and equipment. You agree to pay any unusual expenses required to extend TELUS' network facilities to your premises, including the cost of all trenching and backfilling work, poles, conduits and other facilities TELUS requires to extend its network facilities from your property line to the point of access to the Services on your premises, and any expenses incurred to secure rights of way, access and occupancy.

You must supply all facilities and equipment necessary to connect your facilities and equipment to TELUS' network facilities, including all wiring inside your premises and all telephone terminal equipment. All facilities and equipment you supply must meet the technical standards for certification established by Industry Canada.

If you cancel a request for Services after installation work has started, you will be charged the costs incurred for the installation, including the cost of equipment, materials and supplies specifically provided or used for the installation, the cost of labour, fees for engineering design and supervision, and any other expenses resulting from the installation and removal work.

b) Your Account

You are responsible for all charges properly billed by TELUS to your account, including charges for all calls made from any telephone terminal equipment providing access to the Services, and for all toll calls accepted at such telephone terminal equipment, regardless of who made or accepted them. You may dispute charges for calls you do not believe originated or were accepted at any telephone terminal equipment providing access to the Services, in accordance with the procedure described in the introductory pages of the telephone directory or at the Service Web Site.

c) Acceptable Use

You may not use the Services or permit any other person to use the Services for any illegal purpose, or to make annoying or offensive calls. You may not directly or indirectly charge any person for the use of the Services, or re-arrange, disconnect, remove, repair, or otherwise interfere with any TELUS facilities or equipment. You may not use the Services in any way that interferes with the ability of other customers to use services provided by TELUS fairly and proportionately, and TELUS may, at any time, limit the use of any Services in order to prevent such interference. TELUS may require you to change or disconnect any of the facilities or equipment at your premises providing access to the Services if they interfere in any way with the Services or the operation of TELUS' facilities or equipment.

d) Fees and Other Charges

The Services are provided to you subject to payment of all applicable service rates and any additional charges identified to you at the time you applied for the Services or otherwise in accordance with these Service Terms, including installation and activation fees, together with all applicable taxes and other government charges. Additional charges authorized by these Service Terms may be charged on a one-time, monthly or per-use basis, as TELUS may determine from time to time. You have the option of blocking access to all long distance toll calls, 900/976 and other pay per use calls, or usage based calling features, for an additional charge as permitted.

Provided there is no deception in order to avoid payment, you are not responsible for paying an unbilled or under-billed portion of a charge unless TELUS correctly bills the charge within one year from the date it was incurred. In these circumstances, TELUS will not charge any interest on the amount of the unbilled or under-billed charge owing until the correct charge has been billed to your account. All charges and credits to your account shall be deemed validly incurred unless you dispute the charge or credit within 90 days after receiving the bill that includes the charge or credit.

e) Late payment charges

All bills are due upon receipt. Charges not paid before the end of the grace period shown on the bill (payment date) will be assessed of a late payment charge of 2% compounded monthly (26.82% per year), calculated from the billing date for those charges. Administrative and collection charges may apply, in accordance with TELUS rules and policies, if the account goes into arrears, including as a result of returned or rejected payments. If you subscribe to a pre-authorized payment method, you waive pre-notification of the amounts and dates of debits from your account. TELUS may require you to make interim payments for non-recurring charges you have incurred in the period between two monthly bills, for such Services as are identified on your bill.

f) Deposit requirements

TELUS may require a security deposit from you (i) before the Services are provided, if you do not have a satisfactory credit history with TELUS or do not provide other proof of creditworthiness satisfactory to TELUS, or (ii) at any time this Agreement applies, if you have an unsatisfactory credit rating with TELUS as a result of your payment practices, or (iii) if you clearly present an abnormal risk of loss. Security deposit required by TELUS will be assessed of interest, at the monthly rate of a chartered Canadian bank and shall be credited to your account annually. TELUS may apply any portion of the security deposit against unpaid charges on your account at any time and, upon termination of this Agreement or where the conditions justifying the security deposit no longer apply, will refund any outstanding security deposit, with accrued interest, retaining only the amount then owing on your account.

g) Indemnity

You will indemnify the TELUS Entities, as defined in paragraph 5(b), from all losses, expenses and all manner of actions, claims and judgments sustained by or made against the TELUS Entities in connection with use or misuse of the Services, or violation of these Service Terms by any person.

3. Privacy

You agree that the TELUS Privacy Commitment, available on the Privacy link at the bottom of the Service Web Site, as it may be updated from time to time (the "TELUS Privacy Commitment"), shall apply to your use of the Services. You hereby consent to the collection, use and disclosure by TELUS and its agents of your personal information collected in connection with provision and/or use of the Services, for the purposes identified in the TELUS Privacy Commitment.

4. Confidentiality Of Your Information

All information which TELUS has about you is confidential except your name, address and telephone number listed in telephone directories distributed for TELUS, and your name, address and telephone number available through directory assistance. For an additional charge, you may request that your name, address and telephone number not be published, in which case your name, address and telephone number will not be listed in any new TELUS telephone directory and will not be available through TELUS directory assistance. You may request that TELUS block the recording or display of your name, address and telephone number on equipment used by other TELUS customers and other telecommunications customers. TELUS will not charge you for call blocking activated on a per-call basis.

For the purposes of disclosure of confidential customer information, the customer is the person or business whose name appears on a TELUS bill. If the customer is an incorporated company, the customer is the company or any person who in the reasonable judgement of TELUS is an agent of the company authorized to receive and consent to release of confidential information.

TELUS may also release to a law enforcement agency the identity of the service provider, but not the name of the customer, associated with a specific telephone number. Unless you provide express consent or disclosure is pursuant to a legal power, all information kept by TELUS in your regard, other than your name, address and listed telephone number, is confidential and may not be disclosed by TELUS to anyone other than: you; a person who, in the reasonable judgement of TELUS, is seeking the information as your agent; another telephone company, provided the information is required for the efficient and cost effective provision of telephone services and disclosure is made on a confidential basis with the information to be used only for that purpose; a company involved in supplying you with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; an agent retained by TELUS to evaluate your creditworthiness or in the collection of your account, provided the information is required for and is to be used for that purpose; or a public authority or agent of a public authority, if in the reasonable judgement of TELUS it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information. Express consent may be taken to be given by you where you provide: written consent; oral confirmation verified by an independent third party; electronic confirmation through the use of a toll-free number; electronic confirmation via the Internet; oral consent, where an audio recording of the consent is retained by TELUS; or consent through other methods, as long as an objective documented record of your consent is created by you or by an independent third party.

Despite the restrictions contained in this Agreement, TELUS may disclose confidential customer information if TELUS is ordered to disclose the information by a court or administrative tribunal of competent jurisdiction, or is otherwise legally empowered to disclose the information. TELUS' liability for unauthorized disclosure of confidential customer information is not limited by paragraph 5(b).

You may request that TELUS provide any information in TELUS' possession regarding your Services, and TELUS will provide the information requested if you have given TELUS sufficient advance notice and detail of the information sought to allow TELUS to comply with the request and, in a case where TELUS would incur unusual expense to provide the information, you agree to reimburse TELUS for those costs.

5. General Terms

a) No Warranties

The Services are provided on an «as is» and «as available» basis. Your use of the Services is at your sole risk. TELUS does not guarantee timely, secure, error-free or uninterrupted service or receipt of material or messages transmitted over or through TELUS' networks or the networks of other companies. To the fullest extent permitted by applicable law, TELUS disclaims all warranties, representations, guarantees and conditions (express, implied or statutory) relating to the Services, including any warranty of fitness for any particular use or purpose you intend for the Services, even if you have communicated such intention to TELUS. Your sole remedy for any defect or malfunction of terminal equipment provided by TELUS for use with the Services is set forth in the manufacturer's warranty.

b) Limitation of Liability

To the fullest extent permitted by applicable law, neither TELUS nor its affiliates, nor their respective directors, officers, employees, or agents (collectively, the «TELUS Entities») shall be liable to you or any other party for any direct, indirect, special, incidental, consequential or punitive damages, or any other damages or losses whatsoever arising directly or indirectly from your use of the Services, regardless of the cause of action, including negligence, and even if one or more of the TELUS Entities have been advised of, or could reasonably have foreseen, the possibility of such damages or losses. If for any reason a TELUS Entity becomes liable to you or a third party arising out of or in any way connected with the Services, regardless of the form or cause of action or the number of claims asserted, the aggregate liability of the TELUS Entities to you or such third party is limited to the greater of \$20 and the fees paid by you to TELUS for the particular Services giving rise to the claim, in the three months immediately preceding the last occurrence of the damages or losses.

Without limiting the generality of the foregoing, TELUS is not liable for (i) the consequences of natural catastrophes such as earthquakes, flooding, severe wind, ice or fire storms, landslides, lightning strikes or tidal waves, (ii) the actions of third parties which TELUS cannot reasonably foresee or control, such as war, terrorism, civil insurrection, government decree, failure of the public power grid, labour disturbance by TELUS' own employees or by the employees of another enterprise, or the unlawful acts of suppliers, (iii) any act or omission of a telecommunications carrier whose network facilities are used in establishing connections to points which TELUS does not directly serve, (iv) defamation or copyright infringement arising from material transmitted or received over TELUS' network facilities, or (v) infringement of patents arising from combining or using your facilities or equipment with TELUS' network facilities.

c) Termination and Suspension

Unless otherwise agreed, you may terminate this Agreement at any time by notifying TELUS at least 30 days in advance. If you terminate this Agreement or if TELUS terminates the Services for any of the reasons listed below, you may be required to pay a reconnection fee to have the Services reconnected.

TELUS may suspend the Services if you contravene any provision of these Service Terms, including your obligation to pay for the Services as charges become due. TELUS may terminate the Services (i) if you do not remedy any breach of these Service Terms within 15 days of the sending written notice of the breach from TELUS, (ii) if you become a bankrupt or, if you are a business customer, a receiver or receiver-manager is appointed to manage the affairs of your business, or (iii) for any reason, upon 30 days written notice to you. Upon termination of the Services, TELUS shall have no obligation to maintain any voicemail messages, contact information or other content related to your use of the Services and you agree that all such messages, information and content may be deleted immediately without notice to you.

d) Miscellaneous

The federal laws and regulations of Canada, and applicable provincial laws and regulations, govern this Agreement. You may not assign or transfer this Agreement without TELUS' prior written consent. If any provision of these Service Terms is prohibited or unenforceable in certain circumstances, the remaining Service Terms shall apply and be construed in those circumstances as if such provision had never been written. The failure of TELUS to require or enforce strict performance of any provision of these Service Terms in a particular instance shall not be construed, in other circumstances, as a waiver of any right conferred upon TELUS.