

General terms and conditions for TELUS products and services

1 Subject

- 1.1 TELUS Communications Company (hereinafter "TELUS") agrees to supply the products and services (hereinafter referred to as "Services") as agreed and accepted by the Customer (hereinafter "Customer") in accordance with the general terms and conditions stipulated below, which may be modified as necessary by TELUS.
- 1.2 TELUS will make every reasonable effort to publish any modifications to the general conditions for TELUS Services on its Web site at www.telusquebec.com/terms, as regularly amended, (the "TELUS Web site") before such amendments take effect. It is your responsibility to check the TELUS Web site regularly to inform yourself of such amendments in a timely manner. If you do not terminate your Services before the effective date of the amendment, you are deemed to have accepted all modifications.
- 1.3 So as to determine whether the customer's local telephone line service is regulated by the CRTC, please visit www.telusquebec.com/abstention (the "Services Web site"). For customers whose local telephone line is regulated, TELUS rate conditions apply only if otherwise specified by TELUS. The TELUS rate is available at the following address: http://www.telusquebec.com/wmfichiers/tarifs/1.02_modalités_de_service.pdf.
- 1.4 The terms and conditions for TELUS services, as well as the contractual term obligations are available at the following address: www.telusquebec.com/modalités. If you wish to receive a hard copy of the terms and conditions for TELUS services, as well as the contractual term obligations, please contact the customer service department on 310-1212.

2 Billing

- 2.1 In exchange for the Services provided by TELUS, the Customer agrees to pay the agreed user fees. All applicable taxes shall be added to the amounts payable and shall be paid to TELUS by the Customer.
- 2.2 By using a credit card, Bank Account Debit, or other payment method, the Customer expressly authorizes TELUS or its agents to charge all usage fees and charges to this card, account or other payment method. Such authorization will survive termination of this Agreement until there are no charges owing by the Customer under this Agreement. If the customer uses a credit card, Bank Account Debit, or other payment method and TELUS does not receive the payment from the card issuer, the financial institution or agents or via the other payment method, where applicable, the Customer agrees to pay all due amounts as soon as they receive a request to this effect from TELUS.
- 2.3 TELUS reserves the right to require that the Customer provide a reasonable deposit and TELUS may, at its sole discretion, use this deposit toward any amount unpaid by the Customer.
- 2.4 Administration fees of \$25 will also be billed to the Customer for any cheques returned, any pre-authorized payment refused by the Customer's financial institution, or any debit on the Customer's credit card which is not authorized by the issuing institution.
- 2.5 The Customer authorizes TELUS to check, before and during the Services term, for any reasonable grounds, his or her credit file with relevant institutions and authorizes the financial institutions or other agencies that provide information to disclose information in his or her credit file to TELUS at any time. The Customer also authorizes TELUS to enter the credit information it obtained in its Customer file.

3 Customer's Responsibilities

- 3.1 The Customer undertakes to use the Services supplied by TELUS in accordance with TELUS' instructions and usage policies.
- 3.2 The Minimum Contract Period for TELUS Services is one month, starting from the service delivery date, except in cases involving special construction work or installation of special assemblies for which TELUS has stipulated a longer period. Monthly contracts are automatically renewed for one month at a time, unless otherwise indicated by the Customer.
- 3.3 The Services included in this contract are strictly for the personal use of the Customer and people to whom the Customer provides access and for residential purposes only.
- 3.4 The Customer is solely responsible for use of the Services, including any fraudulent use of the Services until such time as TELUS is informed. The Customer also agrees to indemnify TELUS for damage of any type resulting from inappropriate use of TELUS Services.
- 3.5 The Customer shall be fully responsible for ensuring that his facilities and equipment allow for the adequate use of the Services offered by TELUS. The minimum requirements for use of the Services offered by TELUS may be modified from time to time, with or without notice, at the sole discretion of TELUS.
- 3.6 TELUS Services end at the Customer's Services demarcation point. Any testing performed by TELUS for trouble reported to the repair centre shall be billed to the Customer if it can be shown that the cause of the trouble is located on the Customer's side of the demarcation point and is not attributable to TELUS' product or service components.
- 3.7 The Customer shall also be responsible for obtaining, at his own expense, all access rights, authorizations and/or consents from third parties, including the consent of the Customer's lessor or building owner, required to enable TELUS to install and maintain TELUS product or service components. The Customer agrees to reimburse TELUS for any claims related to the installation or maintenance of TELUS product or service components. Before entering the premises, TELUS must obtain the Customer's permission, except in the event of an emergency or if TELUS has obtained a court order.

4 Limitation of Liability

- 4.1 It is expressly understood and is an essential condition hereof, without which TELUS would not have entered into this Agreement, that TELUS shall not, under any circumstances, be liable for damages incurred by the Customer or any other person, except in the case of gross fault on TELUS' part.

5 Guarantee

- 5.1 The only obligation of TELUS under this agreement is to take reasonable measures to provide the agreed Services to the Customer. TELUS does not guarantee uninterrupted operation of its Services.
- 5.2 Services are subject to the availability of the appropriate installations and equipment and, therefore, are not available everywhere.

6 Termination

- 6.1 TELUS may terminate this Agreement and/or shall not be required to provide a product or a service for any valid reason provided it sends the Customer written notice to that effect. TELUS has the right to immediately repossess any equipment installed at the Customer's location.
- 6.2 Qualification of the local access is a prerequisite to TELUS' service offer. TELUS shall make every effort to qualify the local access before the service order is accepted by the Customer. Nonetheless, if, during installation at the Customer's site, it is determined that the local access does not comply with the standards required for the Services, the service order shall be cancelled and the Customer shall be reimbursed for any amount it has incurred for the Services.
- 6.3 Should degradation of the Services occur after installation, even when the local access has been qualified, TELUS shall study the cause of such degradation in order to remedy the situation. If no solution can be implemented to remedy the situation, the Customer may terminate this Agreement for the designated site, without incurring termination charges.

7 Confidentiality

- 7.1 Unless the Customer provides express consent to the contrary or unless disclosure is required by law, all information TELUS possesses in respect of the Customer, excluding the Customer's name, address and listed telephone number, shall be confidential, and TELUS may not disclose such information to anyone other than:
- 7.1.1 the Customer;
 - 7.1.2 a person who, in TELUS' reasonable opinion, is seeking the information as an agent of the Customer;
 - 7.1.3 another telecommunications company, provided the information is required for the effective and cost-effective provision of the Services and disclosure is made on a confidential basis with the information to be used only for that purpose;
 - 7.1.4 a company involved in supplying the Customer with telecommunications services 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; or
 - 7.1.5 an agent retained by the company in the collection of the Customer's account, provided the information is required for and is to be used only for that purpose.
- 7.2 Express consent may be given by the Customer in the form of:
- 7.2.1 a written consent;
 - 7.2.2 an oral confirmation verified by an independent third party;
 - 7.2.3 an electronic confirmation through the use of a toll-free number;
 - 7.2.4 an electronic confirmation via the Internet;
 - 7.2.5 an oral consent, when an audio recording of the consent is retained by the carrier;
 - 7.2.6 a consent through other methods, as long as an objective documented record of customer consent is created by the customer or by an independent third party.

- 7.3 The Customer acknowledges that he or she has read the commitment from TELUS regarding the protection of privacy on TELUS' Web site (and the occasional amendments) and hereby consents to TELUS and its agents collecting, using and disclosing personal information about the Customer (that has already been collected or that will be collected) for the purposes specified in the aforementioned commitment.

- 7.4 The Customer acknowledges that this Agreement shall remain strictly confidential and undertakes not to disclose the content hereof in any manner whatsoever to any third party whatsoever without written permission from TELUS, unless required to do so by law.

8 Late payment charges

- 8.1 All bills are due upon receipt. Late payment charges of 2% compounded monthly (26.82% per annum) will be applied if payment is not received by the date shown on the account statement, calculated from the billing date for those charges.

9 Assignment

- 9.1 The Customer may not assign, transfer or dispose of this Agreement, in whole or in part, without the prior written consent of TELUS.

10 Force Majeure

- 10.1 TELUS shall not be liable for any failure or delay in performing its obligations hereunder if such failure or delay is directly or indirectly attributable to one of the following causes:
- 10.1.1 fire, flood, earthquake, natural disaster or epidemic;
 - 10.1.2 riots, terrorism, civil disorder, rebellion or revolution;
 - 10.1.3 labour conflicts; or
 - 10.1.4 any other causes reasonably beyond the control of TELUS; and shall be relieved from performing its obligations thus affected for the entire duration of the force majeure and for as long as TELUS is unable to resume performance of its obligations despite its reasonable efforts in that regard.

11 Applicable Laws

- 11.1 This Agreement shall be governed and construed in accordance with the laws in effect in the province of Quebec, Canada. Any legal proceedings in respect of this Agreement shall be taken before a court having jurisdiction in the judicial district of Rimouski, province of Quebec, excluding any other district.

12 CRTC

- 12.1 Throughout the term of this contract, any decision, notice or order issued by the CRTC or any other competent regulatory agency shall apply to the extent provided by law, notwithstanding the provisions of this contract, including any decision, notice or order which might give rise to price adjustments.

Specific terms and conditions applicable to TELUS products and services

1 Subject

- 1.1 TELUS Communications Company (hereafter "TELUS") agrees to supply the products and services (hereinafter referred to as "Services") as agreed and accepted by the customer (hereinafter «Customer») in accordance with the specific terms and conditions stipulated below, which may be modified as necessary by TELUS.
- 1.2 TELUS will make every reasonable effort to publish any amendments to the specific conditions for TELUS Services on its Web site at www.telusquebec.com/terms, as regularly modified, (the "TELUS Web site") before such amendments take effect. It is your responsibility to check the TELUS Web site regularly to inform yourself of such amendments in a timely manner. If you do not terminate your Services before the effective date of the amendment, you are deemed to have accepted all modifications.
- 1.3 Service prices are subject to change with 60 days notice. Should the Customer choose not to accept the change, he may terminate his contract without incurring any termination liability charges. This clause only applies to contracts with a minimum six (6) month term.

2 Long-Distance

- 2.1 The rates for overseas long-distance service are subject to change without notice at any time.
- 2.2 To qualify for a reduced rate on overseas long-distance services, the Customer must have a regular long-distance plan (covering Quebec, Canada or Canada and the U.S.).
- 2.3 To qualify for a multiservice plan, the Customer must subscribe to a long-distance plan and observe the rights and obligations therein. Furthermore, by subscribing to a multiservice plan, the Customer agrees to make TELUS his or her exclusive longdistance provider. Failing this, the Customer is deemed to have terminated his or her multiservice plan and must pay the termination charges set in his or her contract.
- 2.4 If the Internet service rate is conditional upon having TELUS as the Customer's long-distance provider and the Customer changes to another long-distance provider, the rate shall be adjusted to the current one for Internet service when TELUS is not the long-distance provider rate and extra file processing fees shall be charged, in addition to adjustments retroactive to when the change of provider was confirmed.

3 Internet

- 3.1 The TELUS Internet service consists in offering an Internet connection to the Customer, which includes e-mail service or other services described in the TELUS Internet plans in effect when the Customer signs up. Additionally, the TELUS Internet service may include other services, offered as an option, at additional charge to the Customer. Some TELUS Internet services are only offered in areas where facilities are available and via a high-speed telephone modem.
- 3.2 TELUS grants a non-exclusive, non-transferable licence to the Customer to use the software necessary to install the Internet services on a single computer or any other number of computers to which TELUS has agreed in writing.
- 3.3 The Customer is responsible for installing the software necessary to receive any of the TELUS Internet services.
- 3.4 When installing the Internet Turbo GT service, the Customer is responsible for configuring the telephone communication software to avoid long-distance charges that could be incurred due to an incorrect configuration.

- 3.5 TELUS' residential Internet services are offered based on the speed measured between the Customer's modem and TELUS switching equipment. Although TELUS agrees to make every reasonable effort to allow the Customer to enjoy maximum speed, TELUS cannot guarantee the maximum connection speed for the chosen connection type at all times and at all locations.
- 3.6 The Customer agrees not to use the TELUS Internet access service to publish data on any type of server (e.g. FTP, Web, e-mail or other) on the Internet, unless TELUS has already agreed to provide such service for compensation.
- 3.7 The Customer agrees that the TELUS Internet service, particularly the use of the services in a so-called unlimited manner, only refers to the time used and is based on intermittent service. Notwithstanding any provisions to the contrary, TELUS reserves the right to impose certain conditions and reasonable limitations on the use of any Internet service by TELUS customers, including a combined total of gigabytes per month in uploads and downloads. Any violation of this provision constitutes a default and could result in additional charges, which will be communicated to the Customer on request.
- 3.8 The Customer is responsible for access through his or her username and password and for preserving the confidentiality of this information. Simultaneous connections using the same username and password are prohibited. Any violation of this provision constitutes a default and will result in additional charges, which will be communicated to the Customer on request.
- 3.9 Given the wide variety of information systems (computers), TELUS cannot be held responsible for the proper operation of the Customer's computer(s), including the Ethernet card required for the operation of the some TELUS Internet services.
- 3.10 TELUS does not provide any guarantee with respect to the security of the Customer's network connected to the Internet. The Customer is solely responsible for taking all reasonable security measures required to ensure the protection of his or her data or network, including anything related to MATERIAL PREJUDICE RESULTING FROM A CHANGE IN THE CONFIGURATION OF SOFTWARE, A COMPUTER VIRUS, CONTENT, USAGE, VALIDITY OR QUALITY OF TELUS INTERNET SERVICES PROVIDED OVER THE INTERNET, THE LOSS OR DESTRUCTION OF DATA THROUGH INTRUSION OR THE UNAUTHORIZED INTERCEPTION OF COMMUNICATIONS.
- 3.11 The Customer is responsible for complying with all applicable laws when browsing on the Internet. The Customer must follow TELUS' Acceptable Use Policy at all times. This policy may be modified from time to time by TELUS and is available at: <http://www.globetrotter.net/gt/acces/politique.jsp>
- 3.12 The Customer expressly acknowledges that, as it relates to the TELUS Internet service, TELUS' obligation is limited to providing access. If necessary, the Customer must obtain the communication link required to access the Internet. Furthermore, the Customer must provide an information system that meets the minimum requirements necessary to use the TELUS Internet service, as well as any other necessary equipment that is not provided by TELUS.
- 3.13 Given the many types of telephones on the market, TELUS cannot be held responsible if the filters supplied do not completely eliminate the noise on certain devices.
- 3.14 It is understood by the parties that if the Customer has an alarm system, there may be a risk of interference or the Customer's alarm system may be interrupted when the TELUS Internet service is installed or used. If this occurs, the Customer releases TELUS from any responsibility for damage that may result from interference with or interruption of the alarm system.
- 3.15 The IP numbers registered and assigned by TELUS shall remain the property of TELUS, and their use by the Customer shall be authorized solely during the term of this contract. The right to use an IP number from TELUS expires when the TELUS Internet service ends.

4 Cabling Maintenance Service

- 4.1 Cabling maintenance service is offered to TELUS residential customers if their residence is equipped with a jack-ended demarcation device installed by TELUS.
- 4.2 The jack-ended demarcation device must always be accessible to ensure it can be diagnosed for defects.
- 4.3 If necessary, the subscriber to the cabling service agrees to test the operation of the jack-ended demarcation service using one of his or her telephones to determine whether a visit by a technician is required.
- 4.4 Cabling maintenance service are provided by TELUS and its authorized representatives during TELUS' normal business hours.
- 4.5 Payment for labour and equipment is made for the items covered by the cabling maintenance service.
- 4.6 The following items are covered by the cabling maintenance service:
 - 4.6.1 normal maintenance and accidental breakage of the cable inside the residence;
 - 4.6.2 diagnosis and repairs to defective interior telephone jacks and cabling due to normal use or accidental breakage if continuity of the telephone service is linked to the TELUS network from the demarcation service; or
 - 4.6.3 diagnosis and allocation of disruptions caused by terminal equipment (telephone device, fax, modem, etc.).
- 4.7 The following items are not covered by the cabling maintenance service:
 - 4.7.1 deliberate damage or damage caused by negligence, vandalism or deliberate cutting of the cabling;
 - 4.7.2 repairs or repair attempts by someone other than the manufacturer or authorized TELUS personnel;
 - 4.7.3 repairs or replacements of jacks or interior cabling incorrectly connected to the telephone network or non-compliant with electricity codes or applicable standards and rules;
 - 4.7.4 repair or replacement of exterior jacks or cabling (e.g. outdoor jack on a patio, overhead or underground cabling) linked to the residence or linking joined or separate structures on the same premises;
 - 4.7.5 repairs or replacements of interior cabling or jacks which are impossible because the premises are inaccessible;
 - 4.7.6 repairs or replacements of cabling or jacks on campers, trailers, boats, docks or marinas;
 - 4.7.7 repair or replacement of any terminal equipment (telephone device, fax, modem, etc.);
 - 4.7.8 new installations, rearrangements, design and/or addition of equipment, jacks and/or cabling; and;
 - 4.7.9 items that TELUS can reasonably deem to be excluded due to an excessive history of previous repairs.
- 4.8 Charges for the visit and repair will be billed based on prices in effect for equipment and labour if:
 - 4.8.1 a visit by a technician is necessary for a problem related to equipment that is not covered by the service; or
 - 4.8.2 the defect is related to any other item that is not listed above or if the cabling maintenance service is provided outside of TELUS' normal business hours.
- 4.9 Throughout the term of the contract, if the Customer moves into a residence that is not equipped with a jack-ended demarcation device, his or her cabling will be extended for the remaining term of the renewable contract after such device is installed without charge in his or her new residence by a TELUS technician.

- 4.10 Throughout the term of the contract, if the Customer moves and TELUS does not offer the cabling maintenance service at the Customer's new location, the Customer's contract will be terminated by right and the Customer will owe the termination charges stipulated in the contract to TELUS.

5 Leasing of Equipment

- 5.1 The Customer holds no right of ownership on the leased property.
- 5.2 TELUS assumes the risks of the loss or of the deterioration of the property under lease resulting from a fortuitous event, except if the Customer is in possession of the property without any right or, as the case may be, after ownership of the said property has been conveyed to the latter by TELUS.
- 5.3 The Customer enjoys as regards the leased property, the same guarantees that would be his as owner-client of the said property.
- 5.4 Should the Customer fail to carry out his obligation in the manner indicated in the present agreement, TELUS may:
 - 5.4.1 either request immediate payment of any sum having become due;
 - 5.4.2 or request the immediate payment of past due instalments and, in addition, the instalments that have not as yet become due;
 - 5.4.3 or repossess the property under lease.
- 5.5 Prior to repossessing the property, TELUS shall give the Customer a thirty (30) days notice of its intention to do so within which delay the Customer may, at his choosing:
 - 5.5.1 remedy the situation that caused this failure;
 - 5.5.2 restore the property to TELUS.
- 5.6 The Customer may however at any time in the course of the leasing agreement, and even when the latter has not been served with a notice of repossession, restore the property to TELUS.
- 5.7 As the Customer returns the property to TELUS, the agreement, irremediably, becomes automatically null and void. TELUS is then under no obligation to pay back to the Customer the sum of the instalments due that have been already paid, but TELUS must then limit its claim against the Customer solely to the real damages it sustained resulting directly and immediately from the annulment of the agreement.
- 5.8 TELUS has the obligation to reduce its damages.
- 5.9 The Customer would be well advised to consult articles 116, 150.10, 150.11 and 150.13 to 150.17 of Consumer Protection Act (R.S.Q., C.P. C15 c. P-40.1) and, if need be, to contact the Office for the Protection of the Consumer.
- 5.10 The Customer undertakes to use the leased equipment, as the case may be, with care, prudence and diligence, to maintain same in good running order, to use it solely for the purposes it was leased, and to abstain from submitting it to any modification or alteration. The Customer must inform TELUS of any change in the location of the equipment. In case of defects or flaws in the leased equipment, only TELUS and its authorized agents are allowed to effect repairs. Should the Customer acquire knowledge of any defect in the leased equipment, he should so inform TELUS within a reasonable time.
- 5.11 The Customer is responsible for the loss, damages or the alterations that may occur in the course of the leasing agreement, except if such occurrences are due to fortuitous events. If the leased equipment sustains damages or alterations or is lost, the Customer agrees to pay TELUS the replacement value, or as the case may be, the costs of any of the repairs deemed necessary by TELUS in order to restore the rented equipment to its previous condition when it was in good running order, except as regards normal wear and tear. For the purpose of the presents, the parties agree to fix the value of the equipment according to the retail price of similar equipment by TELUS.

- 5.12 The occurrence of the following events constitute cases when the Customer's right to effect his rental payments to TELUS by instalments will be forfeited. :
- 5.12.1 if the Customer fails to respect the obligations that he has assumed under the present agreement, particularly as regards the obligation to effect payment of rental to TELUS as it becomes due;
- 5.12.2 if the Customer becomes insolvent or in bankruptcy or enters into an agreement with his creditors in view of liquidating his assets;
- 5.12.3 if the Customer dies;
- 5.12.4 if the Customer moves to a different location and TELUS does not provide services at the Customer's new site;
- 5.12.5 if the equipment is severely damaged, destroyed or stolen; and
- 5.12.6 if the Customer sells the equipment to a third-party.
- 5.13 Prior to subscribing to the present agreement, the merchant will require that the consumer hold insurance policy coverage in case of theft, loss, damages or alterations that the equipment might sustain in the course of the rental agreement.
- 5.14 The Customer may fulfill the aforementioned obligation by:
- 5.14.1 subscribing to an insurance policy with an insurer as suggested by TELUS;
- 5.14.2 subscribing to an insurance policy providing an insurance coverage equivalent to that requested by TELUS with an insurer chosen by the Customer;
- 5.14.3 through an insurance policy which the Customer already holds.
- 5.15 The Customer would be well advised to consult articles 111 and 112 Of the Consumer Protection Act (R.S.Q., C.P. C15 c. P-40.1) and, if need be, to contact the Office for the Protection of the Consumer.
- ## 6 Sale Equipment
- 6.1 Subject to credit approval, the Customer has the option of choosing one of the following:
- 6.1.1 pay the sales price in whole, plus all applicable taxes and delivery expenses, in one payment, billed on his or her TELUS account;
- 6.1.2 pay all applicable taxes and delivery expenses on the first payment and pay the sale price in equal monthly payments, for the term agreed upon with TELUS, on his or her TELUS account. The first and last payments are subject to adjustments.
- 6.2 The equipment will be delivered by mail. The Customer's signature or the signature of one of the Customer's representatives is required and serves as proof of the receipt of the equipment delivered.
- 6.3 The Customer may cancel his or her contract within 5 business days of the purchase of the equipment. No refund or credit shall be granted to Customer for cancellation after 5 business days. Delivery expenses are not refundable.
- 6.4 In order to receive a reimbursement, the Customer shall meet the following conditions:
- 6.4.1 dial 310-1212 within the 5-business-day period following the delivery date to inform TELUS of the Customer's intent to return the equipment, to obtain authorization and to obtain the self-addressed pre-paid pouch required for the return;
- 6.4.2 the returned equipment must still look "New";
- 6.4.3 the equipment must be returned in its original packaging; and
- 6.4.4 the equipment must be returned with all its components and accessories within 10 business days of the receipt of the self-addressed pre-paid pouch required for the return.
- 6.5 TELUS extends the manufacturer's warranty to the Customer, under the following conditions:
- 6.5.1 the warranty period is calculated as of the equipment purchase date; and
- 6.5.2 the term of the warranty is 12 months unless otherwise specified by TELUS to the Customer.
- 6.6 The manufacturer's warranty cannot be assigned.
- 6.7 TELUS address for the purpose of the warranty is 281, René-Lepage, Rimouski (Québec) G5L 7E4.
- 6.8 The following are not under warranty:
- 6.8.1 batteries;
- 6.8.2 discoloration or any other aesthetic damage that does not affect the operation of the equipment or its components;
- 6.8.3 damages attributable to incorrect use, abuse, an accident or a history of many repairs as TELUS can reasonably determine; and
- 6.8.4 damage resulting from repairs or repair attempts by someone other than the manufacturer or authorized TELUS personnel.
- 6.9 Should a defect be discovered during the warranty period, TELUS will replace the item of equipment with an identical or equivalent model, new or reconditioned, at no charge to the Customer. In this case, the Customer must provide all of the components and follow the instructions received during the call to our repair department or any other instructions available on the TELUS Web site.
- 6.10 When Customer chooses to pay the sales price in equal monthly payments, the following causes constitute cause for the lost of the benefit of the payment:
- 6.10.1 if the Customer does not comply with the terms and conditions of this contract including, without limitation, the obligation to pay the payments agreed upon with TELUS;
- 6.10.2 if the Customer becomes insolvent, is declared bankrupt or makes an assignment of property to the benefit of creditors, or makes or attempts to make an arrangement with creditors;
- 6.10.3 if the Customer dies;
- 6.10.4 if the Customer moves and changes his or her service coverage area and TELUS does not offer any service on the Customer's new premises;
- 6.10.5. if the equipment is heavily damaged, destroyed or stolen; and
- 6.10.6 if the Customer sells the equipment.
- 6.11 If one of the aforementioned causes for the loss of the benefit of the payment happens, TELUS may require the total payment of the remaining sales price of the equipment.
- 6.12 Before availing itself of this clause, TELUS must forward the Customer a notice in writing and a statement of account. Within 30 days following the receipt by the Customer of the notice and the statement of account, the Customer may:
- 6.12.1 either remedy the fact that he or she is in default; or
- 6.12.2 present a motion to the court to have the terms and conditions of payment prescribed in this contract changed; or
- 6.12.3 present a motion to the court to obtain permission to return the goods forming the object of this contract to the merchant.
- 6.13 If the Customer returns the goods to TELUS with the permission of the court, his obligation under this contract is extinguished and TELUS is not bound to return to the Customer the payments it has received from him or her.
- 6.14 It is in the consumer's interest to refer to sections 14, 104 to 110 of the Consumer Protection Act (R.S.Q., c. P-40.1) and, where necessary, to communicate with the "Office de la protection du consommateur".

7 Extended Maintenance

- 7.1 Extended maintenance service is for a period of 12 or 24 months, based on the equipment.
- 7.2 Extended maintenance service goes into effect when the manufacturer's guarantee period ends, normally one year after the date of purchase, but the service fees for extended maintenance must be paid, plus the applicable taxes, payments of the maintenance service are due from the purchase date.
- 7.3 Installed maintenance spares may be reconditioned.
- 7.4 No repairs will be made if a key part is missing or damaged.
- 7.5 After the manufacturer's warranty has expired, and subject to certain conditions, the extended maintenance service covers all defects in material or operation of the equipment, including:
 - 7.5.1 the diagnosis and repair of equipment or its replacement with new or reconditioned equipment, and
 - 7.5.2 transportation in both directions for the repaired or replaced equipment.
- 7.6 Items not covered:
 - 7.6.1 theft or loss of the equipment or its components;
 - 7.6.2 discoloration or any other aesthetic damage that does not affect the operation of the equipment or its components;
 - 7.6.3 damage caused by negligence, inappropriate use, voltage surges, battery leaks, faulty installation, defect, contact with water, sand or dust, deliberate damage or vandalism, or a history of too many repairs as TELUS can reasonably determine;
 - 7.6.4 batteries, accessories or any defects or damage to the equipment or its components by items such as external connections, battery chargers, decorative parts, jacks, headphones (excluding display modules, cords or antennas) and equipment for people with hearing or physical limitations;
 - 7.6.5 rotary dial, decorative or fantasy telephones, traditional or battery-equipped answering systems;
 - 7.6.6 telephones purchased elsewhere than from TELUS or its authorized representatives;
 - 7.6.7 telephones on which problems or manufacturing defects had already been reported; and
 - 7.6.8 repairs or repair attempts by someone other than the manufacturer or authorized TELUS personnel.
- 7.7 Charges for repair apply if the repair or replacement is due to a non-covered item listed above.

8 Technical Support

- 8.1 The Technical Support service provides individualized telephone support to the Customer by indicating the steps to follow when installing, configuring and using the equipment and software associated with the Internet TELUS service.
- 8.2 Technical support is not provided for all Internet products, software and functions. Please consult the technical support policy available at the following address: telusquebec.com/soutieninternet. The Technical Support department is not responsible for resolving problems that are integral to the operating system. Customers are solely responsible for updating their operating system, software and peripherals.
- 8.3 Technical support is provided by TELUS and its authorized representatives during TELUS' normal business hours.

- 8.4 The Technical Support service is not a training service.
- 8.5 The Customer must have TELUS Internet service to use this service.
- 8.6 The Customer must have all of the authorizations and licences for the operating systems, software and peripherals for which technical support was requested.
- 8.7 TELUS extends a 7-day warranty on all technical support provided to the Customer.

9 TELUS TV

- 9.1 TELUS grants the Customer a limited, non-exclusive, non-transferable and revocable right to receive the TELUS TV service content, subject to the Customer compliance with terms and conditions of this contract including, without limitation, the acceptable use rules.
- 9.2 The Customer acknowledges that content including, but not limited to, images, music, sound, photographs, graphics, text, software, or other material accessed through the TELUS TV service is protected by applicable copyrights, trademarks, patents, trade secrets and/or other proprietary rights and laws. The Customer further acknowledges that, except where expressly stated otherwise in this contract, all TELUS TV service content, programs, services, processes, designs, technologies, materials and all other things comprising the TELUS TV service are owned by TELUS, its licensors or its suppliers and are protected by applicable copyrights, trade-marks, patents, trade secrets and/or other proprietary rights and laws.
- 9.3 In order to receive the TELUS TV service the Customer is required to subscribe for and maintain minimum levels of programming (i.e. the "Essentials" programming package). TELUS shall post such minimum levels of programming on the Services Web Site. The Customer acknowledges that the service fees, the service characteristics, the minimum equipment requirements, the software requirements, the minimum levels of programming or any other aspect of the TELUS TV service may change from time to time, with or without notice, at TELUS' sole discretion. Only the price of the basic digital «Essentials» programming package may be subject to a term contract. Any other item of the TELUS TV service is offered only month to month. The TELUS TV service is subject to the CRTC's Canadian content rules and to any requirement of the content providers. The Customer may change programming once a month; any additional request per thirty-day period will be billed to the Customer.
- 9.4 The Customer acknowledges that some of the TELUS TV service programming may be blacked out from time to time in your local reception area due to restrictions imposed by programming suppliers or other reasons. In some instances, alternative TELUS TV service programming may be provided in place of blacked out programming.
- 9.5 The Customer acknowledges that some of the programming content, information and material that is available through the TELUS TV service may be offensive or objectionable. TELUS recommends that minors using the TELUS TV service be supervised by an adult. TELUS is not responsible or liable for any harm or damage suffered by the Customer or any third party as a result of offensive or objectionable content.
- 9.6 TELUS grants a twelve-month (12-mo.) warranty on installation of the TELUS TV services. TELUS does not guarantee that the TELUS TV service will operate with all equipment or software including, without limitation, all television sets, Internet access or home networking equipment, remote controls, home theatre components or other audio/visual equipment.
- 9.7 The Customer must provide a suitable location for the installation of the TELUS digital box(es) within 2 metres of your television set(s) and other audio/visual components (as specified by TELUS). The location must provide reasonable ventilation and protection from damage to, theft or loss of, the TELUS digital box(es).

- 9.8 Additional charges shall apply when it is necessary for TELUS to install special equipment or wiring, to incur an unusual expense to establish the TELUS TV service at Customer's premises, or to move, change, rearrange or reinstall the TELUS TV service or the TELUS TV digital box(es) at Customer's premises due to modifications made by the Customer. Notwithstanding the provisions of the Contractual term obligations, TELUS will not bill Customers who have a contractual term contract for the connection charges in effect for relocating the TELUS TV service, unless the Customer makes more than one relocating request per year, in which case any additional relocating request per twelve-month period will be billed to the Customer
- 9.9 TELUS is not responsible for a) any damage to or loss of Customer's property arising from the installation, operation, maintenance or removal of TELUS TV service or the TELUS TV digital box(es), or from other services provided at Customer premises; b) lost wages or missed work, in the event that an installation or maintenance appointment for the TELUS TV service is missed, either by TELUS or by any third party installer; c) the installation, operation, maintenance or support of any equipment or software owned or used by Customer, including without limitation any equipment or software used in connection with the TELUS TV service.
- 9.10 The Customer agrees that he will not at any time attempt to:
- 9.10.1 circumvent any TELUS TV service programming blackouts or portions thereof or access any TELUS TV service programming or portions thereof without registering for the TELUS TV service and paying the applicable fees and charges to TELUS;
- 9.10.2 tamper with or modify the TELUS TV digital box(es) or any other TELUS TV service equipment to avoid payment of fees or charges or for any other purpose;
- 9.10.3 use the TELUS TV service from a location other than the delivery address;
- 9.10.4 resell, distribute, redistribute, publicly display or perform, publish, broadcast, or re-broadcast any portion of, use of or access to, the TELUS TV service;
- 9.10.5 share your usernames or passwords for the TELUS TV service or any portion of, use of or access to, the TELUS TV service with anyone except members of Customer private residence who have been authorized by Customer to use the TELUS TV service;
- 9.10.6 exploit or use any portion of the Services for any commercial purpose or in any commercial setting;
- 9.10.7 use the TELUS TV service to create or compile a collection, database or directory of content;
- 9.10.8 circumvent, reverse engineer, decrypt, alter, modify or interfere with any aspect of the TELUS TV service;
- 9.10.9 export equipment, software or data related to the TELUS TV service outside of Canada or the United States in contravention of applicable export control legislation;
- 9.10.10 post, upload, reproduce, distribute or otherwise transmit information or materials related to the content of TELUS TV service where such activity gives rise to civil liability, otherwise violate the rights of TELUS or any third party or constitutes a criminal offence;
- 9.10.11 engage in any activity that: i) violates established or accepted network etiquette, violates applicable charters, FAQ's, policies, rules or guidelines of TELUS or other parties, ii) disrupts or threatens the integrity, operation or security of the TELUS TV service or any TV or Internet system, iii) elicits complaints from other TELUS TV service, TV or Internet users or third parties, iv) is contrary to any law or regulation or v) is otherwise objectionable in the sole judgement of TELUS;
- 9.10.12 use or register TELUS' trade-marks, trade names, trade dress, or logos, including without limitation any such trademarks, trade names, trade dress, or logos displayed on any TELUS TV channels or web site(s) operated by TELUS, without TELUS' express prior written permission;
- 9.10.13 use high-speed Internet access allowing the supply of the TELUS TV service for purposes other than the supply of the TELUS TV service, particularly to scan or probe another computer system, obstruct or bypass computer or network identification procedures, or engage in unauthorized computer or network trespass; and;
- 9.10.14 allow, assist or encourage any other person or entity to engage in any of the foregoing activities.
- 9.11 If at any time the Customer becomes aware of any violation, by any person or entity, of the acceptable use rules set out above, Customer agrees to immediately notify TELUS, by means specified on the TELUS Web Site, and provide TELUS with assistance, as requested, to stop and/or remedy such violation.
- 9.12 The rented digital box(es) are chosen by TELUS.
- 9.13 Customer agrees to return all TELUS-owned TELUS digital box(es) and remote controls to the location indicated on the TELUS Web Site within 14 days of termination of your Services account, unless otherwise directed by TELUS. If Customer does not return such equipment in accordance with the foregoing, if such equipment is returned damaged, or if Customer have assigned, encumbered, sold, transferred or leased such equipment, Customer agrees to pay TELUS the applicable replacement charges. To find out these charges, please contact the customer services department on 1-888-520-TELUS.
- 9.14 TELUS shall not be responsible for removing from Customer's premises any wiring or wall plates related to the TELUS TV service, upon termination of the TELUS TV service contract.
- 10 Forborne Local Line and Associated Telecommunications Services**
- 10.1 To determine whether Customer's local telephone service is unregulated or not, please consult www.telus.com/publicpolicy/lis/index (the "Service Web Site") or dial 1-888-955-4555.
- 10.2 TELUS will provide Customer with the ability to make telephone calls from a telephone connected at his 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.
- 10.3 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 Customer. TELUS may charge Customer 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. All TELUS equipment will remain the property of TELUS and must be returned to TELUS upon termination of this Agreement for any reason.

- 10.4 Customer does not own or has any property rights in any telephone numbers assigned by TELUS to him/her 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.
- 10.5 The Services include the publication of Customer's telephone number in telephone directories distributed for TELUS. Customer may block publication of his 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 Customer at no charge, each time TELUS publishes and delivers telephone directories for his local calling area, one copy of those residential and business directories. Customer may order additional copies of the directories by paying the applicable charges, including charges for delivery. Customer 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 the Customer's 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 Customer has paid for telephone number blocking or a premium directory listing.
- 10.6 TELUS may refuse to provide any of the Services where the provision of such Services would necessitate unusual expenses which Customer does not agree to pay, or is impractical because TELUS cannot reasonably acquire the equipment, facilities or rights required to extend its network facilities to Customer's premises. TELUS reserves the right to change its telecommunications network at any time, which may result in changes to rates or to Customer's 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.
- 10.7 After the Services have been requested, Customer must provide TELUS with a location on his premises to provide access to the Services and allow TELUS to enter his property and premises in order to install, maintain, repair and remove TELUS' facilities and equipment. Customer agrees to pay any unusual expenses required to extend TELUS' network facilities to his premises, including the cost of all trenching and backfilling work, poles, conduits and other facilities TELUS requires to extend its network facilities from his property line to the point of access to the Services on his premises, and any expenses incurred to secure rights of way, access and occupancy. Customer must supply all facilities and equipment necessary to connect his/her facilities and equipment to TELUS' network facilities, including all wiring inside Customer's premises and all telephone terminal equipment. All facilities and equipment Customer supplies must meet the technical standards for certification established by Industry Canada. If Customer cancels a request for Services after installation work has started, he 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.
- 10.8 Customer is responsible for all charges properly billed by TELUS to his 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. Customer may dispute charges for calls he does 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.
- 10.9 Customer 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. Customer 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. Customer may not use the Services in any way that interferes with the ability of other customers to use services provided by TELUS, and TELUS may, at any time, limit the use of any Services in order to prevent such interference. TELUS may require Customer 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.
- 10.10 The Services are provided to Customer subject to payment of all applicable service rates and any additional charges identified to him/her at the time he applied for the Services or otherwise in accordance with these Service Terms, including installation and activation fees, together with all applicable taxes. 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. Customer has 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, Customer is 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 Customer's account.
- 10.11 TELUS may require a security deposit from Customer: (i) before the Services are provided, if Customer does not have a satisfactory credit history with TELUS or does not provide other proof of creditworthiness satisfactory to TELUS, or (ii) at any time this Agreement applies, if Customer has an unsatisfactory credit rating with TELUS as a result of his payment practices, or (iii) if Customer clearly presents an abnormal risk of loss. Interest on any security deposit required by TELUS, at a rate equal to the rate established on January 1 and July 1 of each year for daily interest savings accounts at a chartered Canadian bank, shall be credited to Customer's account monthly. TELUS may apply any portion of the security deposit against unpaid charges on Customer's 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 Customer's account.

Contractual term obligations for TELUS products and services

1 Subject

1.1 This contract between TELUS Communications Company (hereinafter "TELUS") and you (hereinafter "Customer") states the obligations relating to the contractual term of the products and services (hereinafter "Services" or "Service") of TELUS. This contract is in addition to the general and specific terms and conditions of the Services in effect at TELUS, which are available at the following web address: www.telusquebec.com/terms.

2 Term

2.1 This contract commences on the date shown hereinabove or, failing this, the date mentioned on the first invoice. This contract shall remain in effect until the end date, which appears hereinabove or, failing this, at the end of the contract term.

2.2 Contracts of 6 or 12 months are automatically renewed, at the end of each term, for a term equal to the initial term and under the same conditions, except as regards the price, which shall be set in accordance with the price in effect at TELUS in the area covered by the Service and for the chosen term, unless the Customer or TELUS sends prior written notice of termination at least thirty (30) days before the end date of the contract.

2.3 Contracts of 36 or 60 months are automatically renewed, at the end of the contract, for a term of one month, under the same conditions, except for the obligations relating to the contract term set hereinabove and except for the price, which shall be set in accordance with the price in effect at TELUS in the area covered by the Service, unless the Customer or TELUS sends prior written notice of termination at least thirty (30) days before the end date of the contract.

2.4 The promotions available for the initial subscription do not apply upon renewal of the contract.

3 Termination

3.1 The Customer can terminate the contract by sending a notice and by paying the following termination charges:

3.1.1 For contracts of 12 months or less, full payment (100%) of the outstanding balance under the contract or any renewal of same.

3.1.2 For 36-month contracts, fifty percent (50%) of the outstanding balance under the contract or any renewal of same.

3.1.3 For 60-month contracts, thirty percent (30%) of the outstanding balance under the contract or any renewal of same.

3.2 The outstanding balance under the contract is deemed to be the higher of ten dollars (\$10) per month multiplied by the number of months remaining in the contract or the amount of your monthly installment multiplied by the number of months remaining in the contract.

3.3 The Customer agrees, in case of unilateral termination of the contract, to pay TELUS the termination fees provided for hereinabove, notwithstanding any provision to the contrary in articles 2125 and 2129 of the Civil Code of Québec.

3.4 In the event the Customer contracts a basket of Services from TELUS, the Customer may terminate one or more services in the basket of Services provided i) the Customer accepts, for the Service(s) in the basket of Services he or she wishes to maintain, a new contract with a term equal to no less than the term of the contract for the basket of Services and ii) the Customer pays the following termination charges for the Service(s) in the basket of Services he or she wishes to terminate:

3.4.1 For a 12-month or less basket of Services, the full (100%) à la carte price of the terminated Service(s). If the à la carte Service is not available for a term equal to the initial term of the basket of Services, termination charges shall be calculated from the available à la carte price with a term shorter than that of the basket of Services.

3.4.2 For a 36-month basket of Services, fifty percent (50%) of the à la carte price of the terminated Service(s). If the à la carte Service is not available for a term equal to the initial term of the basket of Services, termination charges shall be calculated from the available à la carte price with a term shorter than that of the basket of Services.

3.4.3 For a 60-month basket of Services, thirty percent (30%) of the à la carte price of the terminated Service(s). If the à la carte Service is not available for a term equal to the initial term of the basket of Services, termination charges shall be calculated from the available à la carte price with a term shorter than that of the basket of Services.

3.5 TELUS may modify or withdraw the Services in the course of the contract, following reasonable notice to this effect.

4 Service Modification

4.1 The Customer may, at all times, request a modification of a Service ordered with TELUS, provided the initial term of the contract is maintained and provided also that the new Service has a value higher than that set in this contract.

4.2 In addition to the upgrade rights under section 4.1, the Customer may, within the same family of Services (more specifically Turbo GT Internet, GlobeTrotter® High-Speed Internet, Long Distance Calling, Overseas Long Distance Calling, FlexiCOMM with Turbo GT Internet, FlexiCOMM with High-Speed Internet, TV Trio and TV Duo, High Speed + Residential Service TELUS Combo, Television + Residential Service TELUS Combo, and Television + High Speed

+ Residential Service TELUS Combo), change his Service for another TELUS Service offered at a lower monthly rate, six (6) months after his contract becomes effective and every six (6) months thereafter, provided that the Customer accepts a new agreement with an equivalent or longer term than the current contract. Acceptance of the new contract with the aforementioned conditions shall result in the termination of the old contract at no cost.

5 Coverage Area Transfer

5.1 If, in the course of the contract, the Customer moves to a new Service coverage area, TELUS undertakes to guarantee to the Customer, for areas where the Services are available, the price in effect for the Service coverage area on the effective date of the Service, for the term of the Contract, notwithstanding the change of area.

5.2 In the course of the contract, if the Customer moves and changes its Service coverage area and TELUS does not offer the Service subscribed by the Customer at the Customer's new premise, then the Customer may terminate his or her contract with no termination charge by giving TELUS written notice. TELUS may require proof of residence. In the absence of sufficient proof of residence, TELUS may charge the termination charges stipulated in this contract.

5.3 All changes of Service coverage area must be reported to TELUS and the connection charges in effect shall be billed to the Customer for relocating the Service.

5.4 Please note that the provisions outlined herein do not apply when Customer is moving from a forborne area to a non-forborne area. In that case, General Tariff's provisions will apply, subject to service availability.

6 General

6.1 Throughout the term of this contract, any decision, notice or order issued by the CRTC or any other competent regulatory agency shall apply to the extent provided by law, notwithstanding the provisions of this contract, including any decision, notice or order which might give rise to price adjustments.