

General terms and conditions for TELUS products and services

1 Subject

- 1.1** TELUS Communications Company (hereinafter "TELUS") agrees to provide the products and services (hereinafter referred to as the "Services") as agreed and accepted by the Customer (hereinafter the "Customer") in accordance with the general terms and conditions stipulated below, which terms and conditions may be amended as necessary by TELUS.
- 1.2** The terms and conditions for these TELUS services are available at: www.telusquebec.com/terms.
- 1.3** The parties agree that the Agreement is effective on the date TELUS begins delivering the Services.

2 Billing

- 2.1** In exchange for the Services provided by TELUS, the Customer agrees to pay the agreed upon user fees. All applicable taxes will be added to the amounts due and shall be paid by the Customer to TELUS.
- 2.2** When paying by credit card, debit card or other method of payment, the Customer expressly authorizes TELUS or its agents to charge all agreed user fees to such card, account or other payment method. If the Customer uses a credit card, a debit card or other method of payment and TELUS does not receive payment from the card issuer, financial institution or their agents or through the other payment method, as the case may be, the Customer agrees to pay all amounts due upon demand by TELUS.
- 2.3** TELUS reserves the right to require a security deposit if the Customer: (i) has no credit history with TELUS and refuses to provide satisfactory credit information; (ii) has an unsatisfactory credit rating with TELUS due to recent payment practices regarding TELUS services; (iii) clearly presents an abnormal risk of loss. The Customer's security deposit earns interest at the Bank Rate of the Bank of Canada increased by **1%**. Interest is calculated from the date the Customer provides the deposit until the date TELUS returns this deposit to the Customer.
- TELUS will notify the Customer in writing when it uses this security deposit, in whole or in part, toward any amount unpaid by the Customer on the due date. TELUS will refund the remaining balance of said deposit, plus interest, after deducting the amount due on the Customer's account.
- 2.4** The Customer will also be billed an administration fee of **\$25** for any cheques returned due to insufficient funds, any pre-authorized payment refused by the Customer's financial institution, or any debit on the Customer's credit card not authorized by the issuing institution.
- 2.5** The Customer authorizes TELUS to verify the Customer's credit file with the relevant institutions, for any reasonable grounds, before and during the term of the Services, and authorizes financial institutions or other information agencies to disclose information about the Customer's credit file to TELUS at any time. The Customer also authorizes TELUS to enter the credit information so obtained in its Customer file.

3 Customer's responsibilities

- 3.1** The minimum contract term for TELUS services is one month, except where special construction is necessary or special assemblies are installed and the Company has stipulated a longer term. Agreements are renewed on expiry for an indeterminate term.
- 3.2** The Services included in this Agreement are strictly for the personal use of the Customer and people to whom the Customer provides access and for residential purposes only.
- 3.3** 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 whatsoever arising from inappropriate use of TELUS Services.
- 3.4** The Customer is fully responsible for ensuring that the Customer's facilities and equipment allow for the adequate use of the Services offered by TELUS. The minimum requirements for use of TELUS Services may be modified from time to time.
- 3.5** 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 a TELUS product or service component.
- 3.6** The Customer is responsible for obtaining all access rights, authorizations and/or consents from third parties at the Customer's own expense, notably 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 indemnify TELUS for any claims from the lessor or building owner related to the installation or maintenance of TELUS product or service components. Before entering the premises, TELUS shall 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 suffered by the Customer or any other person, except in the case of gross negligence on its part.

5 Guarantee

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

5.3 TELUS makes every effort to qualify the local access before the service order is accepted by the Customer. However, if, during installation at the Customer's site, TELUS determines that the local access does not comply with the standards required for the Services, the service order shall be cancelled and the Customer reimbursed for any amount disbursed for said Services.

5.4 Should the Services deteriorate after installation despite qualification of the local access, TELUS shall determine the cause of such deterioration in order to remedy the situation. If no solution can be found, the Customer may terminate this Agreement for the designated site without incurring termination charges.

6 Confidentiality

6.1 Unless the Customer provides express consent to the contrary or unless disclosure is required by law, all information TELUS holds in respect of the Customer, excluding the Customer's name, address and listed telephone number, shall be confidential, and TELUS shall not disclose such information to anyone other than:

6.1.1 the Customer;

6.1.2 a person who, in TELUS' reasonable opinion, requires information as an agent of the Customer;

6.1.3 another telecommunications company, provided the information is required for efficient and cost-effective provision of the Services, disclosure is made on a confidential basis, and the information is used solely for this purpose;

6.1.4 a company involved in supplying the Customer with services in connection with the Services or telephone directory services, provided the information is required for such purpose, the disclosure is made on a confidential basis, and the information is used solely for such purpose; or

6.1.5 a TELUS collection agent retained to settle the Customer's account, provided the information is required for and is to be used solely for such purpose.

6.2 Express consent may be deemed given by the Customer in the form of:

6.2.1 a written consent;

6.2.2 a verbal confirmation verified by an independent third party;

6.2.3 an electronic confirmation via a toll-free number;

6.2.4 an electronic confirmation via the Internet;

6.2.5 a verbal consent, when an audio recording of the consent is retained by the carrier;

6.2.6 a consent by way of other methods, provided that documented proof is objectively created by the Customer or independent third party.

6.3 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 whomsoever without written permission from TELUS, unless required to do so by law.

7 Late charges

7.1 All bills are due on receipt. Amounts outstanding at the end of the grace period indicated on the bill shall be assessed a late charge of **2%** per month (**26.82%** per year), calculated from the billing date of said amounts and must be paid in addition to all other amounts owing TELUS. Customers must allow sufficient time for their payment to reach TELUS before the date stated on the bill. It often takes seven business days to receive payments sent by mail and three business days for payments made at a financial institution.

8 Assignment

8.1 The Customer shall not assign, transfer or dispose of this Agreement, in whole or in part, without TELUS' prior written consent.

9 Force majeure

9.1 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:

9.1.1 fire, flood, earthquake, natural disaster or epidemic;

9.1.2 riots, terrorism, civil disorder, rebellion or revolution;

9.1.3 labour conflicts;

9.1.4 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 notwithstanding its reasonable efforts in this regard.

10 Applicable laws

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

11 CRTC

11.1 Throughout the term of this Agreement, any decision, notice or other order from the CRTC or any other competent regulatory body shall apply to the extent provided, notwithstanding the provisions of this Agreement.

Specific terms and conditions applicable to TELUS services

1 Local telephone service and associated telecommunications services

- 1.1** To determine whether the Customer's local telephone service is regulated, please consult www.telusquebec.com/forebearance (the "Service Web site") or call **1-888-955-4555**.
- 1.2** TELUS will allow the Customer to make telephone calls from a telephone connected at the Customer's 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 at an additional cost and billed either monthly or on a per-use basis, such as voicemail, call display, last number callback, number blocking, call forwarding and conference calling. 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 message relay service or **911** emergency service, and for tolled services including calls to **900** or **976** exchange telephone numbers.
- 1.3** TELUS will supply, install, maintain and repair all facilities and equipment necessary to provide the Services up to the demarcation point. TELUS may charge the Customer for all work and equipment supplied in order to extend existing TELUS network facilities to the Customer's 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.
- 1.4** The Customer does not own or have any property rights in any telephone number assigned by TELUS in connection with the Services. TELUS reserves the right to change such telephone number during the term of this Agreement, where TELUS reasonably determines that such change is necessary. TELUS shall not be liable for any damages resulting from changes to telephone numbers.
- 1.5** The Services include the publication of the Customer's telephone number in the telephone directories distributed by TELUS. Customers may block publication of their 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, is made available by TELUS for an additional charge. TELUS will provide the Customer, at no charge and each time TELUS publishes and delivers telephone directories in the Customer's calling area, one copy of the residential and business directories. The Customer may order additional copies by paying the applicable charges, including handling and shipping. The Customer may not publish or reproduce in any form, the contents of the TELUS directories. TELUS' sole liability for errors in the publication of the Customer's directory listing, whether residential or business, including failure to publish the listing or publication of a blocked telephone number, is to correct the listing for the next edition of the directory, and to reimburse any additional charges paid by the Customer for the service concerned.

- 1.6** TELUS may refuse to provide any of the Services where the provision of such Services would entail unusual expenses that the 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 the Customer's premises. TELUS reserves the right to change its telecommunications network at any time, which may result in changes to the Customer's rates or 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 section.
- 1.7** Once the Services have been requested, the Customer shall allow TELUS agents and employees to enter the premises where the Services are or will be provided in order to install, inspect, repair and remove the facilities. The Customer agrees to pay any unusual expenses required to extend TELUS' network facilities to the Customer's premises, including the cost of all trenching and backfilling work, poles, conduits and other facilities TELUS requires to extend its network facilities from the Customer's property line to the point of access to the Services on the Customer's premises, and any expenses incurred to secure rights of way, access and occupancy. The Customer shall supply all facilities and equipment necessary to connect the Customer's facilities and equipment to TELUS' network facilities, including all wiring inside the Customer's premises and all telephone terminal equipment. All facilities and equipment supplied by the Customer must meet the technical standards for certification established by Industry Canada. If the Customer cancels a request for Services after installation work has started, the Customer shall 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.
- 1.8** The Customer is responsible for all charges billed by TELUS for calls made from any of the Customer's telephones, including calls made from any telephone terminal equipment providing access to the Services, and all collect calls accepted at such telephone terminal equipment, regardless of who made or accepted them. The Customer may dispute charges for calls the Customer does not believe originated or were accepted at the Customers' telephones following the procedure described in the introductory pages of the telephone directory or on the Web site.
- 1.9** The 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. The 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. The Customer may not use the Services in any way that interferes with the ability of other customers to use services provided by TELUS. TELUS may, at any time, limit the use of any Services in order to prevent such interference. TELUS may require the Customer to change or disconnect any of the facilities or equipment at the Customer's premises providing access to the Services if they interfere in any way with the Services or operation of TELUS' facilities or equipment.

1.10 The Services are provided to the Customer subject to payment of all applicable rates and any additional charges due when the Services are requested or otherwise in accordance with these service terms and conditions, including installation and activation fees, plus all applicable taxes. Additional charges hereby authorized may be charged on a one-time, monthly or per-use basis. The Customer has the option of blocking access to all collect long distance calls, **900/976** and other pay per use calls, or usage-based calling features, for an additional charge, when permitted. Provided no fraud has been committed by the Customer, the Customer shall pay the unbilled or under-billed portion of a charge only if TELUS bills the charge within one year from the date it was incurred. Under such circumstances, TELUS will charge interest on the amount of the unbilled or under-billed charge owing only as of the date the correction is made.

2 Long distance

2.1 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.). Overseas long-distance rates may vary.

3 Internet

3.1 TELUS Internet service consists of an Internet connection, including e-mail or other services described in the TELUS Internet plans in effect when the Customer signs up. Some TELUS Internet services are only offered in areas where facilities are available via modem.

3.2 TELUS grants the Customer a non-exclusive, non-transferable licence to use the software required to install Internet service 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 required to receive any of the TELUS Internet services.

3.4 When installing the Turbo GT Internet service, the Customer is responsible for configuring the telephone communication software to avoid long-distance charges that could be incurred due to incorrect configuration.

3.5 The TELUS residential Internet service provides download speeds up to the maximum allowed by the Customer's type of connection. Although TELUS undertakes to make every reasonable effort to allow the Customer to enjoy maximum speed, TELUS cannot guarantee the maximum speed allowed by the Customer's type of connection at all times or in all locations.

3.6 The Customer agrees not to use the TELUS Internet access service to disseminate data from any type of server (e.g. FTP, Web, e-mail or other) over the Internet, unless TELUS has already agreed to provide such service for compensation.

3.7 The Customer agrees that the TELUS Internet service and its so-called unlimited use only refers to usage time 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 the total number of gigabytes per month in uploads and downloads. Any violation of this provision constitutes a default and could result in additional charges, which charges will be communicated to the Customer on request.

3.8 The Customer is responsible for accessing the Internet using a username and password and for keeping this information confidential. 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 charges will be communicated to the Customer on request.

3.9 TELUS provides no 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 to protect the Customer's data or network, including anything related to MATERIAL HARM RESULTING FROM A CHANGE IN SOFTWARE CONFIGURATION, A COMPUTER VIRUS, CONTENT, USAGE, VALIDITY OR QUALITY OF THE TELUS INTERNET SERVICES PROVIDED OVER THE INTERNET, LOSS OR DESTRUCTION OF DATA DUE TO INTRUSION OR UNAUTHORIZED INTERCEPTION OF COMMUNICATIONS.

3.10 The Customer is responsible for complying with all applicable legislation, including copyright laws, when browsing on the Internet. More specifically, the Customer shall:

- refrain from inappropriate or unauthorized use of the Internet access service;
- refrain from using the Internet service in such a manner as to restrict, prevent, interfere, degrade or undermine TELUS' ability to provide the service.

TELUS' acceptable use policy can be found at:
www.telusquebec.com/politiqueinternet.

3.11 The Customer expressly acknowledges that TELUS' obligation with respect to the TELUS Internet service is limited to providing access. If necessary, the Customer shall obtain the communication link required to access the Internet. Furthermore, the Customer must provide a computer system that meets the minimum requirements to use the TELUS Internet service, as well as any other necessary hardware not provided by TELUS.

3.12 Given the many types of telephones on the market, TELUS cannot be held liable if the filters supplied do not totally eliminate noise on certain devices.

3.13 The parties hereby understand that if the Customer has an alarm system, there is a risk of interference or that the Customer's alarm system may be interrupted when the TELUS Internet service is installed or used. In such a case, the Customer releases TELUS from any liability for damages that may result from interference with or interruption of the alarm system.

3.14 The IP numbers registered and assigned by TELUS are the property of TELUS and their use by the Customer is authorized solely during the term of this Agreement. The right to use a TELUS IP number expires when the TELUS Internet service ends.

3.15 TELUS may, in accordance with the conditions set out in section **11.2** of the *Consumer Protection Act*, unilaterally change the following:

- the number of gigabytes included in the Agreement (upstream and downstream);
- the availability, nature and number of computer security services included in the Securweb suite;
- the availability and nature of Turbo GT accelerator for Turbo GT Internet;
- the availability and nature of portability service for Turbo GT Internet.

3.16 It is understood that TELUS will inform the Customer in writing **30** days before the effective date of such change.

3.17 The Customer may refuse such change and repudiate the Agreement or, for an agreement involving sequential performance, terminate the agreement at no charge by sending TELUS a written notice no more than **30** days following the effective date of the change.

4 TELUS TV™

4.1 TELUS grants the Customer a limited, non-exclusive, non-transferable and revocable right to receive TELUS TV™ service, provided the Customer complies with the terms and conditions stipulated herein.

4.2 The TELUS TV™ service is subject to the rules and charges imposed by the CRTC in respect of Canadian content and to any requirement imposed on content providers.

4.3 The content, notably, the 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. Except where expressly stated otherwise herein, all the content provided by the TELUS TV™ service, as well as the programs, services, processes, designs, technologies, documents and all other items comprising the TELUS TV™ service, are the property of TELUS, its suppliers or its licensors and are protected by applicable copyrights, trademarks, patents, trade secrets and/or other proprietary rights and laws.

4.4 The Agreement in respect of TELUS TV™ services covers digital standard programming. It is understood that the programming content is partially regulated by the CRTC and may change following CRTC decisions. TELUS posts its digital programming content on its Web site. Any other element of the TELUS TV™ service other than the digital standard programming is available solely on a month-to-month basis.

The Customer may change the programming once a month at no charge; any additional request in a given **30**-day period will be invoiced.

4.5 Certain TV programs or channels may be blacked out from time to time in some local viewing areas due to restrictions imposed by content providers or for other reasons. In some instances, TELUS may substitute alternative programming to replace the blacked out programming.

4.6 Some of the programming content, information and material available through TELUS TV™ may be deemed offensive or objectionable. TELUS recommends that minors using TELUS TV™ be supervised by an adult. TELUS shall not be held liable for any harm or damage suffered by the Customer as a result of offensive or objectionable content.

4.7 TELUS grants a **12**-month warranty on installation of 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 audiovisual equipment.

4.8 The Customer must provide a suitable location for the installation of the TELUS digital set-top box within two metres of the Customer's television set and other audiovisual components (as specified by TELUS). The location must provide reasonable ventilation and protection from damage to, theft or loss of, the TELUS digital set-top box.

4.9 Additional charges shall apply when TELUS installs special equipment or wiring, incurs an unusual expense to establish the TELUS TV™ service at the Customer's premises, or moves, changes, rearranges or reinstalls the TELUS TV™ service or the TELUS TV™ set-top box at Customer's premises due to modifications made by the Customer.

4.10 TELUS shall not be liable for a) any damage to or loss of the Customer's property arising from the installation, operation, maintenance or removal of TELUS TV™ service or the TELUS TV™ set-top box, or from other services provided at the 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 the Customer, including without limitation any equipment or software used in connection with the TELUS TV™ service.

4.11 The Customer agrees never to attempt to:

4.11.1 circumvent any TELUS TV™ programming blackouts or portions thereof or access any TELUS TV™ programming or portions thereof without registering for the TELUS TV™ service and paying TELUS the applicable fees and charges;

4.11.2 tamper with or modify the TELUS TV™ set-top box or any other TELUS TV™ equipment to avoid payment of fees or charges or for any other purpose;

4.11.3 use the TELUS TV™ service from a location other than the delivery address;

4.11.4 resell, distribute, redistribute, publicly display or perform, publish, broadcast, or re-broadcast any portion of, use of or access to the TELUS TV™ service;

4.11.5 share the Customer's 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's private residence whom the Customer has authorized to use the TELUS TV™ service;

4.11.6 exploit or use any portion of the Services for any commercial purpose or in any commercial setting;

4.11.7 use the TELUS TV™ service to create or compile a content collection, database or directory;

4.11.8 circumvent, reverse engineer, decrypt, alter, modify or interfere with any aspect of the TELUS TV™ service;

4.11.9 export hardware, software or data related to the TELUS TV™ service outside of Canada or the United States in violation of applicable export control legislation;

4.11.10 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 violates the rights of TELUS or any third party or constitutes a criminal offence;

4.11.11 engage in any activity that: i) disrupts or threatens the integrity, operation or security of the TELUS TV™ service or any TV or Internet system, ii) elicits complaints from other users of TELUS TV™ or other TELUS services, or third party services, iv) contravenes any law or regulation or v) is otherwise objectionable in the sole judgment of TELUS;

4.11.12 use or register TELUS' trademarks, trade names, trade dress, or logos, including without limitation any such trademarks, trade names, trade dress, or logos displayed on any TELUS TV™ channel or Web site operated by TELUS, without TELUS' express prior written permission;

4.11.13 use high-speed Internet access for purposes other than the provision 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;

4.11.14 allow, assist or encourage any other person or entity to engage in any of the preceding activities.

4.12 If at any time the Customer becomes aware of any violation of the preceding rules, the Customer agrees to immediately notify TELUS and provide any assistance, as requested, to stop and/or remedy such violation.

4.13 The leased TELUS TV™ set-top box is chosen by TELUS.

4.14 Unless otherwise instructed by TELUS, the TELUS digital set-top boxes and remote controls shall be returned to the location indicated on the TELUS Web site within **14** days of termination of the Service Agreement. If the Customer fails to return such equipment in accordance with the foregoing, or if such equipment is returned damaged, or if the Customer has assigned, encumbered, sold, transferred or leased such equipment, the Customer agrees to pay TELUS the applicable replacement charge. To find out the amount of such charges, contact Client Care at **1-888-520-TELUS**.

4.15 TELUS is not responsible for removing any wiring or wall plates from Customer's premises upon termination of the Service Agreement.

4.16 TELUS may, in accordance with the conditions set out in section **11.2** of the *Consumer Protection Act*, unilaterally change the following elements:

- the number and list of channels included in the digital standard programming.

4.17 It is understood that TELUS will inform the Customer in writing **30** days before the effective date of the change.

4.18 The Customer may refuse such change and repudiate the Agreement or, for an agreement involving sequential performance, terminate the agreement at no charge by sending TELUS a written notice no more than **30** days following the effective date of the change.

5 Equipment leasing

5.1 The Customer has no right of ownership in the leased property.

5.2 TELUS assumes the risk of loss or deterioration of the property contemplated herein due to a case of force majeure unless the Customer holds the property without right or, as the case may be, TELUS has transferred ownership of the property to the Customer.

5.3 As regards the leased property, the Customer enjoys the same guarantees as an owner-customer of said property.

5.4 If the Customer fails to fulfill the obligations in the manner set out herein, TELUS may:

5.4.1 demand immediate payment of any past due amount;

5.4.2 demand immediate payment of past due instalments as well as instalments that are not yet due;

5.4.3 repossess the leased property.

5.5 Prior to repossessing the property, TELUS will give the Customer **30** days' written notice during which the Customer may, at the Customer's discretion:

5.5.1 remedy the default situation; or

5.5.2 return the property to TELUS.

5.6 However, the Customer may, at any time, during the term of the lease, and even without being served a notice of repossession, return the property to TELUS.

5.7 Once the Customer returns the property to TELUS, the Agreement is immediately terminated. TELUS shall then be under no obligation to reimburse the Customer for payments received to date; however, TELUS shall comply with the terms and conditions set out herein as regards claiming a termination indemnity.

5.8 TELUS is obligated to mitigate its damages.

5.9 The Customer should consult sections **116, 150.10, 150.11** and **150.13** to **150.17** of *Consumer Protection Act* (R.S.Q., c. P-**40.1**) and, if need be, contact the Office de la protection du consommateur.

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 shall notify TELUS of any change in the location of the equipment. In case of defects in the leased equipment, only TELUS and its agents are authorized to make the repairs. If it becomes aware of a defect in the leased equipment, the Customer shall promptly notify TELUS.

5.11 The Customer shall be liable for any loss of or damage or alteration to the leased equipment during the contract term with the exception of loss, damage or alteration caused by a case of force majeure. If the leased equipment is lost, damaged or altered, the Customer agrees to pay TELUS the replacement value, or as the case may be, the costs of any repairs deemed necessary by TELUS in order to restore the leased equipment to its proper operating condition, except as regards normal wear and tear. For the purposes hereof, the parties agree to set the equipment value according to the retail price of similar equipment by TELUS.

5.12 The Customer shall forfeit the right to pay by instalments in the following cases:

5.12.1 The Customer fails to respect the obligations pursuant hereto, notably the obligation to pay the agreed instalments;

5.12.2 The Customer becomes insolvent or declares bankruptcy or makes an arrangement with creditors with a view to liquidating the Customer's assets;

5.12.3 The Customer dies;

5.12.4 The Customer moves to a different location where TELUS does not provide services;

5.12.5 The equipment is severely damaged, destroyed or stolen;

5.12.6 The Customer sells the equipment to a third party.

5.13 Prior to entering into this Agreement, TELUS will require the Customer to take out insurance for the term of the Agreement against equipment theft, loss, damage or alteration.

5.14 The Customer may fulfill this requirement by:

5.14.1 purchasing coverage from an insurer suggested by TELUS;

5.14.2 purchasing coverage from an insurer selected by the Customer in the amount requested by TELUS;

5.14.3 by way of insurance coverage the Customer already holds.

5.15 The Customer should consult sections **11.1** and **11.2** of the *Consumer Protection Act* (R.S.Q. c. P-40.1) and, if need be, contact the Office de la protection du consommateur.

6 Sale of equipment

6.1 Subject to credit approval, the Customer may, at the Customer's discretion:

6.1.1 pay the sale price in full, plus delivery charges and applicable taxes in one payment charged to the Customer's TELUS account;

6.1.2 pay all delivery charges and applicable taxes on the first billing and pay the sale price in equal monthly instalments, for the term agreed with TELUS, on the Customer's TELUS account. The first and last payments are subject to adjustments.

6.2 The equipment will be delivered by courier. The signature of the Customer or authorized representative is required as an acknowledgement of receipt.

6.3 The Customer may cancel the equipment purchase contract without penalty or charges within seven business days of the purchase. Initial shipping charges are not refundable.

6.4 To obtain a refund, the Customer must meet the following conditions:

6.4.1 Call **310-1212** within five business days of the delivery date to inform TELUS that the equipment will be returned and obtain TELUS' authorization and 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 receiving the self-addressed pre-paid pouch.

6.5 TELUS grants the manufacturer's warranty to the Customer under the following conditions:

6.5.1 The warranty period is calculated from the equipment purchase date;

6.5.2 The term of the warranty is **12** months unless otherwise indicated by TELUS to the Customer.

6.6 The manufacturer's warranty is not transferable.

6.7 TELUS' address for the purpose of the warranty is 281 René-Lepage, Rimouski, Quebec 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 Damage attributable to improper use, abuse, an accident or a history of many repairs as TELUS can reasonably determine; and

6.8.4 Damage resulting from repairs or attempted repairs by someone other than the manufacturer or authorized TELUS personnel.

6.9 If a defect is discovered during the warranty period, TELUS will replace the equipment with an identical or equivalent new or reconditioned model at no charge to the Customer. In such a case, the Customer must return the defective equipment and its components, following the instructions received during the call to the repair department or any other instructions posted on the TELUS Web site.

6.10 The Customer shall forfeit the right to pay by instalments in the following cases:

6.10.1 The Customer fails to fulfill the obligations pursuant hereto, namely, the obligation to make the agreed instalments;

6.10.2 The Customer becomes insolvent, declares bankruptcy or makes an arrangement or compromise with creditors with a view to liquidating the Customer's assets;

6.10.3 The Customer dies;

6.10.4 The Customer moves to a location where TELUS does not offer services;

6.10.5 The equipment is heavily damaged, destroyed or stolen;

6.10.6 The Customer sells the equipment.

6.11 If one of the preceding causes for forfeiture of the right to pay by instalment occurs, TELUS may require the Customer to immediately pay the balance of the equipment sale price.

6.12 Before availing itself of this clause, TELUS shall send the Customer a written notice and statement of account. Within **30** days of receiving said notice and statement of account, the Customer may:

6.12.1 remedy the default;

6.12.2 submit a motion to the court to have the contract payment terms and conditions amended; or

6.12.3 seek permission from the court to return the goods contemplated by the Agreement.

6.13 If the goods are returned to TELUS with the permission of the court, the Customer's obligation under this Agreement shall be extinguished and TELUS shall then be under no obligation to reimburse the Customer for payments received to date.

6.14 The Customer should consult sections **14**, **104a** to **110** of the *Consumer Protection Act* (R.S.Q., c. P-40.1) and, where necessary, contact the Office de la protection du consommateur.

7 Extended warranty

7.1 The extended warranty is for **12** or **24** months, depending on the equipment.

7.2 The extended warranty becomes effective when the manufacturer's warranty expires, usually one year after the purchase date.

7.3 Installed replacement parts may be reconditioned.

7.4 No repairs will be made if a key part is missing or damaged.

7.5 Once the manufacturer's warranty expires, and subject to certain conditions, the extended warranty will cover all defects in equipment material or operation, i.e.:

7.5.1 Troubleshooting and repair of the equipment or replacement with new or reconditioned equipment;

7.5.2 Return transportation 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 disabilities;

7.6.5 Rotary dial, decorative or novelty telephones, traditional or battery-equipped answering systems;

7.6.6 Telephones not purchased from TELUS or its authorized representatives;

7.6.7 Telephones with previously reported problems or manufacturing defects;

7.6.8 Repairs or attempted repairs by someone other than the manufacturer or authorized TELUS personnel.

7.7 Repair charges apply if the repair or replacement stems from one of the aforementioned items not covered.

8 Cabling service

8.1 Cabling service is offered to TELUS residential customers if their residence is equipped with a jack-ended demarcation device installed by TELUS.

8.2 The jack-ended demarcation device must always be accessible to ensure it can be diagnosed for defects.

8.3 If necessary, the Customer agrees to test the operation of the jack-ended demarcation point using one of the Customer's telephones to determine whether a technician visit is required.

8.4 Cabling services are provided by TELUS and its authorized representatives during normal business hours.

8.5 Labour and equipment costs are covered for items covered by the cabling service.

8.6 The following items are covered by the cabling service:

8.6.1 Normal maintenance and accidental breakage of cable inside the residence;

8.6.2 Troubleshooting and repairs to defective interior telephone jacks and cabling due to normal wear and tear or accidental breakage if the telephone is connected to the TELUS network from the demarcation point;

8.6.3 Troubleshooting and locating faults caused by terminal equipment (telephone device, fax, modem, etc.).

8.7 The following items are not covered by the cabling service:

8.7.1 Deliberate damage or damage caused by negligence, vandalism or deliberate cutting of the cables;

8.7.2 Repairs or attempted repairs by someone other than the manufacturer or authorized TELUS personnel;

8.7.3 Repairs or replacements of jacks or interior cabling incorrectly connected to the telephone network or non-compliant with electrical codes or applicable standards and rules;

8.7.4 Repairs or replacements 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;

8.7.5 Repairs or replacements of interior cabling or jacks made impossible due to lack of access to the premises;

8.7.6 Repairs or replacements of cabling or jacks on campers, trailers, boats, docks or marinas;

8.7.7 Repair or replacement of terminal equipment (telephone device, fax, modem, etc.);

8.7.8 New installations, rearrangements, design and/or addition of supplies, jacks and/or extra cabling;

8.7.9 Items reasonably deemed by TELUS to be excluded due to a history of repeated previous repairs.

8.8 Charges for the visit and repair will be billed based on current labour and material prices if:

8.8.1 A technician visit is required for a problem related to equipment that is not covered by this service;

8.8.2 The defect is related to any other item not listed above or if the cabling service is provided outside TELUS' normal business hours.

8.9 During the term of the Agreement, if the Customer moves into a residence not equipped with a jack-ended demarcation device, the Customer's cabling service will be extended for the remaining term of the renewable Service Agreement once such a device is installed, free of charge, in the Customer's new residence by a TELUS technician.

8.10 During the term of the Agreement, if the Customer moves to a location where TELUS does not offer cabling services, the Customer's Service Agreement will be terminated without charge.

9 Technical support

9.1 TELUS offers the Customer personalized telephone support concerning the installation, configuration and usage of the equipment and software associated with the Customer's TELUS Internet service.

9.2 Technical support is not provided for all Internet products, software and functions. The Technical Support department is not responsible for resolving problems pertaining to operating systems. Customers are solely responsible for updating their operating system, software and peripherals.

9.3 Technical support is provided by TELUS and its authorized representatives during TELUS' regular business hours.

9.4 The Technical Support service is not a training service.

9.5 To benefit from this service, the Customer must be a TELUS Internet subscriber.

9.6 The Customer must have all of the authorizations and licences for the operating systems, software and peripherals for which technical support is requested.

9.7 TELUS provides a seven-day warranty on all technical support provided to the Customer.

Contractual term obligations for TELUS products and services

1 Term

- 1.1 The parties agree that the Agreement commences on the date TELUS begins delivering the service.
- 1.2 This Agreement will be automatically renewed on expiry for an indeterminate term.
- 1.3 The promotions available for the initial subscription do not apply upon renewal of the Agreement.

2 Termination

- 2.1 TELUS may terminate this Agreement and/or is not required to provide a product or service for the reasons and according to the terms and conditions set out in sections **11.3** and **11.4** of the *Consumer Protection Act*. In such a case, TELUS is entitled to immediately take back any equipment installed at the Customer.
- 2.2 The Customer may terminate this Agreement on written notice to TELUS.
- 2.3 In such a case, TELUS may charge the Customer a termination fee.
- 2.4 The termination fee is calculated as follows:
 - a) **If an economic benefit was granted by TELUS**, the termination fee shall not exceed the amount of the economic benefit less the product obtained by multiplying this benefit by the fraction represented by the number of contract months elapsed in relation to the total contract term.
 - b) **If no economic benefit was granted by TELUS**, the termination fee shall be the lesser of the following amounts: **\$50** or an amount equal to no more than **10%** of the price of the contract services not provided.

3 Service upgrade

- 3.1 The Customer may, at any time, request to upgrade the Customer's TELUS Service, provided the initial contract term is maintained and the new Service is of greater value than that set out in this Agreement.

- 3.2 In addition to the upgrade rights set out in section **4.1**, the Customer may, within the same family of Services (i.e. Turbo GT Internet, High-Speed Internet, Long Distance Calling, Overseas Long Distance, FlexiCOMM with Turbo GT Internet, FlexiCOMM with High-Speed Internet, TV Trio and TV Duo, telephone and High Speed combo, telephone and TELUS TV™ combo, and telephone, High Speed and TELUS TV™ combo), change the Customer's Service for another TELUS Service offered at a lower monthly rate six months after the effective date of the Agreement provided the Customer accepts a new agreement with a term equal to or longer than the current Agreement. Acceptance of a new agreement with the aforementioned conditions shall result in the termination of the previous Agreement without charge.

4 Coverage area transfer

- 4.1 During the term of the Agreement, if the Customer moves to another coverage area, TELUS undertakes to guarantee the Customer, for areas where the Services are available, the price in effect for the coverage area on the effective date of the Service, for the term of the Agreement, notwithstanding the change of area.
- 4.2 During the term of the Agreement, if the Customer moves to a new coverage area where TELUS does not offer the Service to which the Customer subscribes, the Customer may terminate the Agreement without charge by way of a written notice to TELUS. TELUS may require proof of residence. In the absence of sufficient proof of residence, TELUS may apply the termination charges stipulated herein.
- 4.3 All changes of coverage area must be reported to TELUS and the connection charges in effect shall be billed to the Customer for relocating the Service.
- 4.4 If the Customer moves from an unregulated area to a regulated area, the provisions of this Agreement no longer apply. In such a case, the General Tariff provisions would apply, subject to service availability.