

UNREGULATED TERMS OF SERVICE

1. Agreement. These terms and conditions (the “**Terms of Service**”) set out the rights, obligations and limitations of Télébec, Limited Partnership (“**Télébec**” or “**us**” or “**we**” or “**our**”) and you, the Customer, for wireline products (the “**Customer Equipment**”) and wireline services Télébec provides to you that are not regulated by the Canadian Radio-television and Telecommunications Commission (the “**CRTC**”) (collectively the “**Services**”). These Terms of Service, together with (i) your Télébec invoice for the Services and all terms listed therein; (ii) all applicable Télébec service rules and policies referenced in these Terms of Service or to which you may be directed when you order or use the Services; and (iii) any specific terms attached at any time or incorporated by reference into these Terms of Service (the “**Documents**”), form our agreement with you (the “**Agreement**”). The Terms of Service will prevail to the extent of any conflict or inconsistency between the Documents and the Terms of Service. If you have signed or accepted a separate agreement with Télébec related to the Services, then that agreement applies. Neither you nor a Télébec sales or customer service representative, agent, dealer or employee may change this Agreement, and you may not rely on such changes. Customer is solely responsible for the use of the Services by it and other users (the “**Users**”) and shall: (a) take all necessary measures to ensure that the Services are used in accordance with this Agreement and (b) be liable for all consequences resulting from any breach of this Agreement. Customers and all Users are sometimes called “**you**” in this Agreement.

2. Charges, Billing & Payment. You shall pay all applicable monthly service rates, access fees, usage charges, installation fees and/or activation fees, and other amounts, fees and charges, if any, together with all applicable taxes, identified to you when you purchase the Services or as otherwise identified to you by Télébec from time to time (the “**Charges**”). Unless otherwise set out on your Télébec invoice, Charges will commence on the date of the initial activation of the Services. Télébec will bill you monthly, and you are liable for and shall pay Télébec when due, on a monthly basis, all invoiced Charges. Allow adequate time (typically 5-7 days if pay by mail or financial institution) for your payment to reach us and for us to process your payment before the required payment date.

Télébec may bill you for any Charge up to 12 months from the date that Charge was incurred. If payment is **not received** by Télébec before your next invoice date, or within **30 days** of the date of any final invoice if the Services have been terminated, you will be charged interest on the balance owing at a compound interest rate of 3.25%, calculated and compounded monthly from the invoice date (the “**Late Payment Charge**”), which represents an annual rate of 46.8%. Télébec may change the Late Payment Charge from time to time. If you question or dispute recurring charges that should not have been billed or that were overbilled, you will be credited with the excess back to the date of the error, subject to applicable limitation periods provided by law. However, if you do not dispute the Charges within one year of the date of an itemized statement which shows these Charges correctly, you will lose the right to have the excess credited amount for the period prior to that statement. In the case of non-recurring charges that should not have been billed or that were overbilled, these Charges will be credited, provided that you dispute them within 150 days of the date of the bill. Unless otherwise set out on your invoice, no Charge disputed by you will be considered past due unless Télébec reasonably believes your dispute is to evade or delay payment.

Administrative charges of \$25.00, subject to modification by Télébec at any time, may be assessed against you for administrative or account activities including collection efforts due to your non-payment or having a balance over your credit limit; returned or rejected payments; change of any personal identifier information or any other reason stated by the financial institution; suspension, disconnection or restoral of Services. All administrative fees charged to you will form part of the Charges owed by you to Télébec under this Agreement.

You will ensure that your billing and payment information provided to Télébec (including name, mailing address, residency, address, telephone number, credit card and bank account) remains current at all times. If you provide a credit card, bank account, or other pre-authorized payment method to Télébec to make your monthly payments, you authorize Télébec to charge your credit card or bank account the amount of any outstanding amounts and all Charges due under this Agreement.

3. Amendments/Changes. To the extent not prohibited by applicable law, Télébec may change the Services and/or this Agreement, including changing applicable charges, fees or other obligations; or any feature, content, structure or other aspect of any of the Services. Télébec will notify you in advance of any change to this Agreement and material change to your Services by posting a notice on www.telebec.com, mail, sending notice via Customer billing message or other message on your monthly invoice, or any other notice method likely to come to your attention. If you do not accept such change, your sole remedy is to terminate the Service to which such change applies. If you continue to use the Services after any such change is effective, to the extent not prohibited by applicable law, you expressly agree that you: (i) will be deemed to have accepted the change, with no additional written agreement or express acknowledgement required; (ii) specifically waive all statutory requirements for notice and express acceptance of such change except for those provided in this section; and (iii) will be responsible for the payment of all Services.

4. Termination of Services and Default. You may contact Télébec at Télébec Customer Service (see coordinates at the end of the Agreement) to terminate any Service. Termination is effective from the date the Service or the Services are disconnected by Télébec.

Télébec may without liability stop providing you with any or all of the Services and/or terminate this Agreement for any reason upon a minimum of 30 days prior written notice to you.

If you breach any part of this Agreement, Télébec may, as permitted by law and without liability: (a) enter upon your premises and take immediate possession of or require you to promptly return in proper working order and in good condition all Télébec Equipment provided in connection with the Services; (b) accelerate all Charges and other amounts under this Agreement as due and owing as of the date of termination; and (c) terminate all Services and this Agreement by written notice to you and specify a final payment date for all amounts owing by you hereunder not earlier than 10 days (or such other date as is permitted by law) from the date of such notice.

5. Suspension of Services. Upon reasonable advance notice to you, Télébec may suspend any Service for a breach of this Agreement according to the terms of article 1.2.22 of Télébec’s General Tariff. Such suspension does not change your obligation to pay for the Services.

6. Special Payment Terms; Deposits and Alternatives. In exceptional circumstances, Télébec may require you to pay the Charges on an interim basis, despite your monthly billing cycle, and you shall pay on or before the stipulated due date to avoid termination or suspension of your Services.

Télébec may require deposits from you at any time if you: (a) have no credit history with Télébec and do not provide satisfactory credit information; (b) have an unsatisfactory credit rating with Télébec due to payment practices in the previous 2 years regarding any Télébec Services; or (c) present an abnormal risk of loss. Deposits will earn simple interest based on National Bank of Canada’s monthly savings account rate in effect from time to time, calculated monthly on the last day of your monthly billing period, prorated for any partial month Télébec holds the deposit. When the Services are terminated or the conditions justifying the deposit are gone, Télébec will apply the deposit and any earned interest against the outstanding Charges or other amounts owing by Customer, and thereafter refund to Customer any balance of the deposit, plus interest, if any, earned.

7. Obligation to Provide Service. Télébec may at any time refuse without liability to provide any Services to you where Télébec would have to incur unusual expenses such as, but not limited to, securing rights of way or for special construction. Télébec may proceed to provide such Services to you if, upon Télébec’s request and agreement, you agree to pay an amount in respect of such expenses. Any such agreement shall be in writing and signed by you and Télébec.

8. Connections and Non-Télébec Equipment. You must supply, install and maintain all facilities, software and equipment not provided by Télébec (the “**Non-Télébec Equipment**”). You are responsible for all disruptions and damage caused by Non-Télébec Equipment, including any effect on other customers’ ability to receive Télébec services, and Télébec may take any action which it considers necessary to address that effect, including charging you for any costs that may ensue to remedy such effect.

You are solely responsible for the state of and all access to Customer Equipment, maintenance of security and privacy and all other risks involved in connection with the Customer Equipment.

9. Télébec Equipment; Télébec Right to Enter Premises. All Télébec Equipment (meaning any device, equipment or hardware owned or supplied by Télébec and used in connection with the Services) will always remain Télébec’s property and you will: (i) take reasonable care of the Télébec Equipment; (ii) not sell, lease, mortgage, transfer, assign or encumber the Télébec Equipment; (iii) not move or re-locate the Télébec Equipment, and (iv) immediately return all Télébec Equipment to us at your cost upon termination of the Services to which the Equipment related. If you fail to comply with these obligations, you will pay us the undiscounted retail value of the Télébec Equipment, together with any costs incurred by us in seeking possession of the Télébec Equipment. Failure to do so will result in certain charges to you, as identified to you when you received such Télébec Equipment. Télébec will provide maintenance and repairs to Télébec Equipment as required due to normal wear and tear.

Additional charges may apply for maintenance and repair work performed outside of regular working hours. You may also be charged for the cost of repairing or replacing the Télébec Equipment if you have deliberately, negligently or by virtue of lack of reasonable care, caused loss, theft or damage to the Télébec Equipment. In all cases, you are liable for all damage caused to Télébec Equipment and facilities by you or by customer-provided equipment. You must immediately notify Télébec of any loss, theft or damage of or to Télébec Equipment.

Télébec may enter the premises on which the Services are, or are to be, provided, to install, inspect, repair, maintain, or remove the Télébec Equipment, or to maintain, protect, investigate, modify or improve the operation of the Services, or to inspect and perform necessary maintenance in cases of network affecting disruptions involving customer-provided facilities. You will obtain and provide to Télébec consents from all necessary persons, except in emergencies or pursuant to a court order.

10. Restrictions on Use of Residential and Business Services. You shall not:

- (a) use the Services, in the case of residential services, for anything other than for your personal use or, in the case of business services, use the Services for anything other than your business use. In both cases, you may not resell the Services (except duly authorized businesses, as per the CRTC’s regulation), receive, any Charge or benefit for the use of the Services, or share or transfer the Services. You may not resell the Services, receive any charge or benefit for the use of the Services, or share or transfer the Services;

- (b) use the Services or permit them to be used for a purpose or in a manner that is contrary to law, for any illegal purpose, including criminal offences, intellectual property infringement, harassment or interference with network operations; or to make annoying or offensive calls;
- (c) use the Services or permit them to be used so as to prevent a fair and proportionate use by others;
- (d) re-arrange, disconnect, remove, repair, modify or otherwise interfere with any Services, Télébec Equipment or Télébec facilities;
- (e) attempt to receive any Service without paying the applicable fees and charges; and/or
- (f) use any of the Services in a manner which bypasses, or attempts to bypass, Télébec's network.

11. Customer Liability for Calls. You are responsible for all calls originating from, and charged calls accepted at, your telephone(s), regardless of who made or accepted them.

12. Confidentiality of Customer Records; Personal and Credit Information.

Unless your express consent to the disclosure, or if disclosure is pursuant to a legal power, or is required in a medical, legal or security emergency or where there appears to be imminent danger to life or property and your consent cannot be sought in a timely manner, all information Télébec keeps about you, other than your name, address and listed telephone number, is confidential and will not be disclosed by Télébec to anyone other than: (a) you; (b) a person who, in Télébec's reasonable judgment, is seeking the information as your agent; (c) another telephone company who provides you with telephone service, or a company involved in supplying you with telecommunications, telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; (d) an agent retained by Télébec in the collection of your account, provided the information is required for, and is to be used only for that purpose, or (e) an affiliate of Télébec involved in supplying you with telecommunications and/or broadcasting services, provided that 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. Télébec protects your personal information in accordance with the Télébec Customer Privacy Policy and the Télébec Code of Fair Information Practices (both available at www.telebec.com). Télébec's liability for disclosure of Customer information contrary to this Section 12 is not limited by Section 14.

You will be deemed to have given your express consent where you provide: written consent; oral confirmation verified by an independent third party; electronic confirmation through the use of a toll-free number; electronic confirmation via the Internet; oral consent where Télébec retains an audio recording of the consent; or consent through other methods, as long as an objective documented record of your consent is created by you or an independent third party.

13. No Warranties, etc. Télébec makes no warranties, representations, guarantees or conditions of any nature whatsoever, expressed or implied, including any warranty, representation, guarantee or condition of fitness for a particular purpose, merchantability, title or non-infringement, with respect to any of the Télébec Equipment, the Customer Equipment (except as provided below) or the Services, and all warranties, representations, guarantees and conditions, expressed and implied, are, to the extent permitted by applicable law, hereby excluded. Customer Equipment is subject to the terms and conditions of any manufacturers' warranty or extended warranty plan you may have obtained on the purchase of the Customer Equipment. None of the Services are guaranteed to be error-free or uninterrupted and Télébec shall not be liable to you or any other person for any damages, whether direct, indirect, special, consequential, exemplary, incidental, or any kind or for any reason whatsoever, arising out of any Service.

14. Limitation of Télébec Liability. TÉLÉBEC'S AND ITS PROVIDERS' LIABILITY FOR NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHER CAUSES OF ACTION, INCLUDING FUNDAMENTAL BREACH, TO THE EXTENT PERMITTED BY APPLICABLE LAW IS LIMITED TO PAYMENT, UPON REQUEST, FOR ACTUAL AND DIRECT DAMAGES OF A MAXIMUM AMOUNT OF THE GREATER OF \$20 AND AN AMOUNT EQUAL TO THE SERVICE FEES PAYABLE DURING ANY SERVICE OUTAGE, OTHER THAN THE FOREGOING PAYMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL TÉLÉBEC (OR ITS PROVIDERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, ECONOMIC, EXEMPLARY OR PUNITIVE DAMAGES INCLUDING LOSS OF DATA, LOSS OF INCOME, LOSS OF PROFIT OR FAILURE TO REALIZE EXPECTED SAVINGS ARISING DIRECTLY OR INDIRECTLY FROM TÉLÉBEC'S (OR ITS PROVIDERS') NEGLIGENCE OR BREACH OF CONTRACT (INCLUDING FUNDAMENTAL BREACH OR OTHERWISE). Without limiting the generality of the foregoing, Télébec is not liable for: (a) any actor omission of a telecommunications carrier whose facilities are used in establishing connections to points which Télébec does not directly serve; (b) defamation or copyright infringement arising from material transmitted or received over Télébec's facilities; or (c) infringement of patents arising from combining or using customer-provided facilities with Télébec's facilities. The limitations of liability set out above do not apply to damages resulting from physical injuries, death or damage to your premises or other property wholly caused by Télébec's negligence.

15. General. Télébec is a federally-regulated undertaking and as such this Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by applicable federal laws and regulations of Canada and only those laws and regulations of the province in which your designated billing address is located, that are applicable to it. This Agreement is subject to amendment, modification or termination if required by such laws or regulations. If any provision in this Agreement is declared to be invalid or in conflict with any such law or regulation, that provision may be deleted or modified, without affecting the validity of its other provisions. This Agreement including the Documents, as amended, constitute the entire agreement between you and Télébec and supersedes all prior agreements, written or oral, with respect to the same subject matter. Except as expressly stated herein, this Agreement cannot be modified or amended by waiver, course of dealing or otherwise. Télébec may transfer or assign all or part of this Agreement including any rights in accounts receivable at any time without prior notice or consent, but Customer may not assign or transfer this Agreement, its account or any Service without Télébec's prior written consent.

This Agreement has been drawn up in the English language at the express request of the parties. La présente convention a été rédigée en anglais à la demande expresse des parties. Your use of the Service represents evidence that you accept and agree with the terms and conditions of this Agreement. Télébec is not responsible for failing to meet obligations due to causes beyond its reasonable control, including all force majeure events. The word "including" means including without limitation.

16. Intellectual Property. All trademarks, copyrights, brand concepts, names, logos and designs used by us are intellectual property assets, registered or unregistered, off or used under license by, Télébec or its affiliates. All are recognized as valuable assets of their respective owners and may not be displayed or used by you in any manner for commercial purposes or copied in any manner whatsoever for any purpose.

17. Directories. You are entitled to receive, without charge, a copy of the most recent telephone directory for your district, both white pages and Yellow Pages. In the case of a residential service, you are entitled to obtain, without charge, a principal directory listing in the white pages and, in the case of business services, a principal directory listing in the Yellow Pages. The contents of Télébec's directories may not be published or reproduced in any form without Télébec's written consent.

TO CONTACT US:

By Telephone – Télébec Customer Service:

1 888 TÉLÉBEC (835-3232)

Une version française de ce document est disponible sur le site Web de Télébec (www.telebec.com) ou, sur demande, auprès du service à la clientèle de Télébec au numéro susmentionnée.

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