

# Terms of Service

## 1. GENERAL INFORMATION

(a) These Terms of Service (the "Terms") govern the relationship for all services ordered or purchased by a customer (the "Customer") and for the services the Customer agrees to subscribe to from NRTC Communications, (hereinafter referred to as "NRTC"). All terms herein shall form part of the Service Agreement(s), residential, commercial, retail or wholesale or other subscription or order form acknowledged and/or executed by the Customer to acquire services (the "Services") from NRTC to be delivered to or provisioned at a customers' premises as stated by the Customer within the order form, subscription or service agreement (the "Customer Premises"). These Terms shall govern the relationship between NRTC and the Customer whose name appears on the Service Agreement, subscription, registration or order form, whether in paper or online via the Internet or other electronic means (collectively, the "Agreement") and the terms shall apply to every Service NRTC offers, unless otherwise specified. Any additional Services the Customer contracts to receive from NRTC, shall be covered in a separate Service-specific agreement, order form or subscription and shall be deemed to be appended to these Terms and identified as being incorporated herein if so appended. Except as otherwise or additionally outlined in the applicable service-specific agreement(s), these Terms shall apply to all NRTC Services.

(b) NRTC offers Services pursuant to the rules and regulations established by the Canadian Radio-television and Telecommunications Commission (the "CRTC") specifically, the decision on local service competition being Decision CRTC 97-8, Local Competition, 1 May 1997 (Decision 97-8) and other related decisions, orders and regulations issued or that may be issued by the CRTC. NRTC's network is connected to other local Canadian carriers, telecommunication service providers or their agents/resellers that offer service in NRTC operating territory. NRTC provides equal ease of access to other long distance service providers that offer service in its operating territory.

(c) BY ACTIVATING OR USING THE NRTC SERVICE(S), THE CUSTOMER REPRESENT THAT THEY ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND FULLY THE TERMS AND CONDITIONS OF THIS AGREEMENT. Use of COMPANY Service constitutes acceptance and agreement to NRTC's AUP (Acceptable Use Policy) as well as NRTC's TOS (Terms of Service).

## 2. SERVICES AND CONTRACT TERM

### (a) Term for Residential & Commercial Customers

Once provisioned or in the process of being provisioned, the Customer shall be responsible for payment of the Services for a minimum of thirty (30) days and shall continue until terminated by the Customer with thirty (30) days prior written notice to NRTC or termination by NRTC for any other reason set out in these Terms or as directed by the CRTC. NRTC may adjust any charges pertaining to the Services on providing no less than thirty (30) days prior written notice.

### (b) Termination of Service by Residential & Commercial Customers

If cancellation of Services is desired, the Customer agrees to give NRTC thirty (30) days notice. Charges for Services will continue for 30 days after notice of cancellation is received by NRTC. If any NRTC equipment is not returned within thirty (30) days following cancellation, is returned in unsatisfactory condition, is damaged or broken, NRTC will charge the Customer a flat fee and the Customer is responsible for all charges as billed. Customer remains responsible for payment of all outstanding balances accrued through the effective date of cancellation as well as all disconnect fees, if any.

**(c) Activation of Services**

In offering the Services to the Customer, NRTC offers no guarantee of service delivery date or warranty of merchantability on the service date requested by the Customer. The Customer acknowledges that NRTC shall not be liable to the Customer for any delays in delivering the Services or attempting to deliver the Services. The Customer also acknowledges that there are limitations and restrictions on the Services and, accordingly, the Services will only be provided to the Customer where technology permits and are subject to availability of service. Internet speeds are not guaranteed and may vary depending on Internet traffic and other factors. If for any reason, NRTC is unable to deliver all or a portion of the Services, NRTC reserves the right to:

- (i) Cancel or reduce the affected undeliverable Service for technical or other reasons; and
- (ii) Adjust the pricing for the remainder of the Services that are delivered if only a portion of the Services are undeliverable; and
- (iii) Continue providing the remainder of the unaffected available Services.

For greater clarity, adjustment to Services or cancellation of an unavailable Service shall not affect the remainder of the Services being provided pursuant to this Agreement and the application of such terms and conditions to the remainder of the Services shall not be affected and, Customer shall have no right to terminate the Agreement based on a claim for a particular Service being adjusted, unavailable or reduced, except as otherwise expressly set out herein. The Customer accepts that any delays in the establishment of domain hosting and e-mail accounts as part of an Internet access package are deemed to be ancillary to that part of the Services which are Internet connection bundled Services and such delays in this process will not defer the initiation of billing for the Services.

Once the Services are activated, NRTC will provide the Customer with the Services for the minimum Term as provided for in the Agreement. NRTC will install the Services up to the Customer's demarcation point as are necessary to connect the Customer's Premises to permit the delivery and performance of the Services. Such equipment shall not, however, include terminal equipment as telephones, computers and related hardware. The Customer agrees that it shall change its terminal equipment upon ten (10) days notice (or less, for urgent or emergency situations) from NRTC if the Customer's equipment or software has caused damage to NRTC equipment or network or is dangerous or interferes with service to others. NRTC may, at its discretion, cancel or refuse to provide Services to the Customer for reasons including:

- i. In the event NRTC would incur unusual costs or expenses which the Customer will not pay, for example, for securing rights of way or rights of access, acquiring space in buildings, or for special construction or hardware;
- ii. The Customer owes amounts to NRTC that are past due;
- iii. The Customer does not provide a security deposit or satisfy alternate security measures when requested by NRTC;
- iv. NRTC has terminated the Services in the past; or NRTC does not provide the requested Service in the Customer's district.

**(d) Reduction, Termination or Cancellation of Service by NRTC - all Services**

NRTC may reduce, terminate or suspend the Services at its option exercisable by giving reasonable notice to the Customer including, but not limited to the following circumstances:

- (i) If the Customer uses the Services in excess of the amounts which are set for the product ordered by the Customer (including, but not limited to products such as Internet and associated bandwidth, long distance plans etc.);
- (ii) If the Customer defaults in the performance of or compliance with any material provision of this Agreement including, without limitation, its obligation to pay the total monthly invoiced charges, as may vary from time to time in accordance with this Agreement, and such breach is not remedied within fifteen (15) days after the Customer has received notice from NRTC of such breach or default;
- (iii) Provide payment by cheque or other means which is not honoured by the Customer's bank;
- (iv) Fail to provide interim payments when requested by NRTC;
- (v) Fail to provide or maintain a reasonable deposit or alternate security when requested to do so by NRTC;

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- (vi) Fail to provide NRTC with reasonable entry and access to install inspect, repair, replace or to perform necessary maintenance on the telecommunications equipment, facilities or network;
- (vii) Use or permit others to use any of NRTC Services for a purpose or in a manner that is contrary to law (including decisions or orders of the CRTC), or for the purpose of making harassing, threatening, abusive, annoying, offensive, illegal or fraudulent calls;
- (viii) Charge any other person for the use of NRTC Services without the prior written agreement of NRTC;
- (ix) Harass, threaten, or otherwise act unreasonably towards NRTC, its employees or agents, including, without limitation, by making numerous unwarranted requests for credits;
- (x) Alter or otherwise interfere with NRTC facilities or equipment, or fail to replace or modify equipment or facilities which may harm, damage, interfere or pose a danger to or interfere with the service of others, or to NRTC equipment, Services, facilities or network; or
- (xi) Fail to provide payment for other accounts with NRTC, including amounts owed by the Customer as a guarantor for the account of another;
- (xii) If the Customer files or threatens to file a petition in bankruptcy, voluntarily or involuntarily, or become insolvent or reorganize or make any assignment for the benefit of creditors or make any arrangements or otherwise become subject to any proceedings under applicable bankruptcy laws or insolvency laws with a trustee, or receiver appointed in respect of a substantial portion of the assets of the Customer, or in the event the Customer liquidates or winds up its daily operations for any reason whatsoever;
- (xiii) If NRTC is compelled or required to discontinue the Services (or any of them) by any relevant authority, or if any licenses, easements, rights-of-way, permits or regulatory authorizations or approvals required by NRTC to permit it to fulfill its obligations in respect of the Services in a lawful manner cannot be obtained or would involve expense to NRTC or are terminated or revoked or expire and are not renewed without expense to NRTC or if the provision of the Services would or are determined to violate any applicable federal, provincial or municipal law, regulation or by-law or would otherwise be unlawful;
- (xiv) If NRTC decides to cease to provide the Services to its customers generally, provided that NRTC shall provide the Customer with a minimum of two (2) months' written notice of such termination (unless ordered to discontinue Services in less time by the CRTC or such other authority having jurisdiction over NRTC);

If the Services are terminated as aforesaid, and are subsequently restored to the Customer for the same or new Services, the Customer will be charged a new installation charge and/or administration fee which corresponds to NRTC current standard installation charge. Promotional prices do not apply.

Upon the expiration or termination of this Agreement, the Customer shall be obligated to fulfill all obligations or liabilities arising prior to such termination.

In the event of a suspension or termination of NRTC Services, all features and Services, including emergency 9-1-1 Services to the applicable telephone numbers may be suspended or terminated. A suspension or termination of the Services will not affect the Customer's obligation to pay any amounts owed to NRTC, before, during or after the suspension or termination. An administration fee may be levied in order to reconnect the Services following a suspension or termination of the Services.

### (e) Long Distance and Operator Service

- (i) The Customer's use of operator assisted local or long distance Services, directory assistance, toll-free Service numbers, collect calls and bill to third party calls charges are unrelated to choice of long distance provider and the Customer agrees to pay for all charges associated with such use from the Customer's Premises, lines or Internet connections.
- (ii) By acceptance of NRTC long distance or other usage-based Services, the Customer authorizes NRTC to make the necessary changes to reflect the Customer's decision to subscribe for same. In most instances the Customer dials 1 plus the area code and the Customer's call will be carried on behalf of the Customer on the NRTC network. The Customer also agrees to NRTC handling of all long distance calls and usage based Services as referred to above and will be responsible for, and agrees to pay for all long distance calls and usage based Services made from the Customer's Premises, lines or Internet connections.

**(f) Consumer Safeguards and 900 Services**

While NRTC makes every reasonable effort to identify and avoid long distance fraud, the Customer is responsible for the calls originating from or accepted on the Services or the telephone line(s) and any charges associated therewith. Therefore, it is the Customer's responsibility to inform all users of the Customer's telephone lines at Customer's Premises that are subscribed for and acquired by the Customer and for all calls dialed on or accepted on the telephone line or Services to be aware of the risks associated with use of the Services. **PLEASE BE AWARE** that Long distance fraud or hijacking can occur when the Customer dials a number or accepts a call that is intercepted by a third party with the intention of making fraudulent use. A computer connected with a modem to a phone line can be a source of toll fraud. The Customer is solely responsible for the use, for allowing others to access and to safeguard the use of all equipment located at the Customer's Premises and for the use of the telephone line(s) and Services subscribed for from NRTC. For safeguard purposes, NRTC protects its customers by automatically blocking long distance calls to countries that are known destinations for long distance fraud.

**NRTC also blocks access to 900 and 976 series pay numbers by default.** Customers may call NRTC Customer Care and provide written authorization to release these numbers for use and to remain unblocked on their telephone line(s). Administration charges will apply for requests to unblock, block and for any subsequent similar requests.

**(g) Re-Termination of Circuit -In the event that the Customer requests**

In the event that the Customer requests a re-termination of its circuit (relocate the termination point of the telephone company's dedicated leased line at the Customer's premises), the Customer will be responsible for all fees assessed by NRTC and the telephone company. NRTC will not be responsible for any disruptions to the Services caused by any such re-termination.

### **3. BILLING POLICY AND PAYMENT**

**(a) Invoicing and Payment.** Monthly charges for the Services will be invoiced in advance of the period for which the service is given and are due on the due date shown on the invoice. Recurring automatic payments are due on the 25th of the month (or next banking day) in which the service is billed.

**(b) All usage based Services** (if applicable), including but not limited to Services such as operator Services, directory assistance, pay per use, long distance and burstable Internet Services, will be invoiced at the end of each bill cycle during the Term. All payments are due on the due date shown on the Customer invoice and may be made in accordance with the applicable payment method made available by NRTC and selected by the Customer. Please refer to your monthly invoice for all payment methods that have been established by NRTC. Payments are considered overdue when not received in time for posting by the due date shown on the invoice. Interest WILL be charged on all overdue amounts at a rate of 1.25% per month /15.0% annually from the due date, until payment is received by NRTC. Declined payments returned for any reason are subject to a \$30.00 returned item charge per occurrence. Automatic payments will appear on your credit card statement/financial institution statement as "NRTC COMMUNICATIONS". Services which remain interrupted for non-payment longer than 1 month are subject to a reconnect charge equal to \$30.00 or the activation fee of the service at the time.

**(c) Installation Fees.** One-time installation fees, if applicable, for setup and installation of the Services, are due and payable concurrent with receipt of the first invoice issued to the Customer. However, NRTC reserves the right to require upfront payment of installation fees (if applicable) upon ordering of the Services or execution of the Service Agreement.

**(d) Taxes.** All prices and charges for the Services, are subject to and do not include all applicable taxes, including all federal, provincial or local sales taxes, use taxes or any similar tax which may be levied in respect of the installation, operation and maintenance of the Services and related hardware.

**(e) Rental charges** for equipment (the charges for which are included along with applicable taxes, in the NRTC High-speed Internet Services monthly charges). Charges for equipment will apply if equipment is not returned from the Customer's Premises to NRTC offices. If the equipment is not returned within thirty (30) days following cancellation, is returned in unsatisfactory condition, is damaged, tampered with or broken, NRTC will charge the Customer a flat fee



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and the Customer is responsible for all charges as billed. Customer remains responsible for payment of all outstanding balances accrued through the effective date of cancellation as well as all disconnect fees, if any.

(f) **Security Deposit.** NRTC reserves the right to require a security deposit equal to a minimum of three months of anticipated future charges prior to the activation / continuation of any Services in circumstances where there is an abnormal risk of loss. For example, where the Customer has incurred a significant amount of long distance or other usage-based charges or, in situations of suspected fraud; or in connection with the credit criteria as set out below. In such cases, charges will be considered past due when the time period for your payment as specified by NRTC has lapsed.

(g) **Increase in Charges.** NRTC reserves the right to change the monthly recurring charges and usage-based Services.

(h) **Invoice Inquiries and Disputes.** Invoice inquiries and disputes must be brought to NRTC attention within 30 days of the invoice date, or the Customer will be deemed to have accepted the invoice as accurate in all respects. NRTC will review any disputed charges, provided the Customer continues to pay any undisputed portion and subsequent invoices.

(i) **Retroactive Charges.** NRTC reserves the right to bill for Services rendered for up to one year from the date of occurrence that such Services were not invoiced or as a result of fraudulent usage.

## 4. CREDIT APPROVAL AND SECURITY DEPOSIT POLICY

(a) **Credit Approval.** Provision of the Services is conditional upon NRTC being satisfied with the results of an investigation of the Customer's credit worthiness and being satisfied with the results of such credit checks. The Customer's acceptance of the Services signifies the Customer's approval, authorization and acceptance of NRTC's initial and continuing credit review and approval. For clarity, by execution of the Agreement, a subscription, a registration, an acknowledgement or a work order form in paper, online via the Internet or other electronic means, the Customer expressly authorizes NRTC and those acting on its behalf, from time to time, to the release and retention of any and all information necessary to investigate and complete a credit review to establish creditworthiness and the right to make current and ongoing inquiries about the Customer which are necessary to establish and maintain good credit with NRTC; and to the receipt and exchange of information about the Customer with credit or consumer reporting agencies. The Customer authorizes NRTC and credit and reporting agencies to release; share or exchange reports about the Customer to NRTC for the purpose of establishing this credit. Customer credit information will not be made public to any party other than the Customer and credit reporting agencies.

(b) **Criteria for Security Deposit requirement.** NRTC reserves the right and may require a security deposit at any time if the Customer:

- (i) Does not have a satisfactory credit or payment history; or
- (ii) Does not have a satisfactory credit rating or satisfactory credit information is not provided to NRTC; or
- (iii) Presents an abnormal risk of loss to NRTC, as determined at NRTC's sole discretion.

NRTC will inform the Customer of the reason for requiring a deposit and the amount of the deposit and will advise the Customer of the possibility of providing an alternative to a deposit that may be acceptable, such as arranging for third party payment, a bank letter of credit or a written guarantee from a third person whose credit is established to the satisfaction of NRTC. Otherwise, NRTC reserves the right to limit or suspend Service(s) which are considered to be a default under these Terms or a breach of the Agreement by the Customer, and the Customer may be subject to cancellation penalties in such event.

(c) **Refund of Security Deposit.** Any deposit received will be credited to a Customer's account after at least 12 consecutive months in good standing on all Service accounts. The Customer will not earn any interest on any deposits held by NRTC. If the Customer's Service is cancelled, the deposit will be applied against the outstanding balance on the Customer's account and refund any remaining balance.

## 5. RESTRICTIONS ON USE OF SERVICES AND ACCEPTABLE USE POLICY

Detailed Acceptable Use Policy (Attachment 1) can be found at [www.nrtccommunications.ca/info/aup.php](http://www.nrtccommunications.ca/info/aup.php)

The following restrictions apply to the provision of the Services:

- (a) **Illegal Use.** The Services are not to be used for any unlawful or illegal purpose. The use of the Services by the Customer shall comply with all applicable government codes, ordinances, laws, rules and regulations.
- (b) **Sharing / Reselling of Services.** The Services are not to be shared or resold to any party, except with the written consent and agreement of NRTC, or where such resale or sharing may cause NRTC to violate the terms of its interconnection or other arrangements with other carriers or the rules and regulations of CRTC.
- (c) **Violation of System/Network Security.** NRTC reserves the right to pursue civil or criminal action against the Customer and to cooperate with law enforcement in actions including:
- (i) Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of the system/network or breach security or authentication measures without prior authorization, including "cracking";
  - (ii) Unauthorized monitoring of data or traffic on the network/system;
  - (iii) Interfering with Service to any other user, host or network including, posting/transmitting information or software containing a virus, lock, key, worm, Trojan horse or other harmful or debilitating feature, mail bombing, flooding, hacking, broadcast attacks and deliberate or negligent attempts to overload the system;
  - (iv) Forging TCP-IP pack header or any part of the header information in an email or newsgroup posting;
  - (v) Disrupting NRTC backbone network nodes or Service;
  - (vi) Invasion of another person's privacy or committing fraud with the use of another person's identity;
  - (vii) Failure to maintain computer equipment and related hardware which causes or may cause damage to NRTC network, system or Services.

If the NRTC is involved in a security violation investigation, an "Investigation Fee" of not less than \$50 will be charged to the Customer's account for the second security violation and may result in immediate suspension or termination of Customer's account.

(d) **Third Party Use of Services.** The Customer shall not permit third parties to use the Services, including without limitation, initiating any transmission from the Customer's Premises, and the Customer shall not itself initiate any transmissions from the Customer's Premises on behalf of any third party, except where such initiation or transmission comprises part of the primary business of the Customer to resell NRTC Services and with the prior written agreement of NRTC.

(e) **Proprietary Rights of NRTC.** All software (if any) provided to the Customer by NRTC, shall not be copied, distributed or sub-licensed except one copy of the software may be made for backup purposes. Except with the prior written agreement of NRTC, the Customer shall not use the Services to upload, post, publish, transmit, reproduce or distribute information, software or other material obtained through the Services which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining the written permission of the copyright owner or right holder. The Customer shall not, except with the prior written agreement and consent of NRTC, re-sell or attempt to re-sell the Services or use the Services for the operation of an Internet service providers' business or any other business which competes directly or indirectly with NRTC or operate a server in connection with providing the Services to a third party, including mail, file, gopher, news, chat, telnet, web or host configuration servers, multimedia streamers or multi-user interactive forums.

(f) **Email, Usenet and Voice Mail Facilities.** The Customer shall not use the Services to send unsolicited messages including advertising and information announcements or post the same or similar messages to one or more newsgroups or for mass distribution, including cross-posting or multiple-posting, bulk mailing, and junk mailing, also known as "Spam", chain letters or pyramid schemes. If a recipient asks the Customer to stop receiving the messages, (whether by fax, voicemail or e-mail), then the Customer must immediately suspend delivery and not send



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any further messages to that person or persons. In addition, the Customer shall not use any third party entity or entities that spam on the Customer's behalf to advertise services that are hosted by or connected to the NRTC Internet network. The Customer must also refrain from posting advertisements in newsgroups who's Frequently Asked Questions (FAQs) / chargers explicitly prohibit it and it is the Customer's responsibility to be aware of such restrictions particular to different newsgroups. SPAM (as defined in our AUP) is strictly prohibited. NRTC has a ZERO TOLERANCE policy toward SPAM. First violations of this policy will result in an "Investigation Fee" of \$50 and the Customer's account will be reviewed for possible immediate termination of the Customer's account. To avoid trouble with the Customer's account, DO NOT SPAM from the account. This includes email, Usenet and access account types. If the Customer even suspects that a piece of email that is about to be sent could be viewed as SPAM ask a NRTC representative first. Such action will not absolve the Customer of responsibility but may prevent problems for the Customer by being advised not to send the email.

(g) **Faking or forging an Internet Protocol ("IP")** address other than the ones allocated to the Customer by NRTC (sometimes referred to as "spoofing") is prohibited.

(h) **Uploading, posting, publishing, defacing, modifying, transmitting, reproducing, or distributing** in any way, any information, software or other material which is protected by copyright, without obtaining permission of the copyright owner or right holder; or obtain or attempt to obtain NRTC Services by any means or device with intent to avoid payment or to defraud is prohibited

NRTC may immediately and, without notice, suspend or terminate the Customer's Service and terminate the Agreement immediately for the Customer's failure to comply with NRTC's Acceptable Use Policy set out in this Section. For greater clarity, any such violations of this Policy by the Customer or any third party accessing or using the Facilities shall be deemed to be violations of this Policy by the Customer. NRTC reserves the right to charge the Customer for all direct and indirect costs and damages relating to any breach of its Acceptable Use Policy.

NRTC disclaims any obligation to monitor the content of information and/or materials on its network and exercises no control whatsoever over the content accessible on the Internet. However, NRTC may monitor such content electronically from time to time, to measure usage, and may also disclose any such information where required by law pursuant to a lawful order of a court exercising jurisdiction against the Customer and may remove any information or materials which are unacceptable, undesirable or in violation of this Agreement and without notice to or the consent of the Customer.

## 6. PRIVACY STATEMENT

NRTC is committed to upholding all governmental obligations, laws and regulatory requirements. NRTC is committed to following the privacy regulations as required by the

Personal Information Protection and Electronic Documents Act

("PIPEDA") and has taken steps to ensure that all customer information is acquired and retained only for opening, setting up and maintaining accounts and customer credit for NRTC Services. Included among these Services are telephone Services for emergency 9-1-1 calls, local and long distance calling and related features, data and Internet Services. In addition, we would use Customer information for maintaining Customer accounts; verifying credit worthiness; protecting Customers from identity theft, fraud, misuse and/or authorized access to your account or personal information; share application and transaction information with employees, contractors, credit and consumer reporting agencies and other parties who have a need to know and have financial information or dealings with our Customers for purposes of maintaining Customer accounts.

Except as may be required by law and in connection with establishing and maintaining good credit, customer information that is provided to NRTC is not shared with anyone other than those who are employed or contracted with NRTC to set up, provision, implement and maintain NRTC Services and accounts as stated above. Except as otherwise stated herein, we do not share this information with any other third party for any other purpose. Information obtained is only accessed by those who need to know for the purposes set out herein and is stored in a secure location, both paper and electronically.

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After becoming a customer, a customer that wishes to terminate their Services and remove their personal information from our records, can do so by following any current contractual commitments associated with NRTC Services or these Terms, and by simply informing us. Customer information will only be retained as long is necessary for the effective termination of their Services, or as required by any local, provincial or federal authority or regulating body. Thereafter, customer information will be removed from our records.

If a Customer does not wish to receive notice of special offers or other marketing information from NRTC, or if a Customer would like to receive only certain types of communications from us, please let us know. Questions regarding a Customer account or Customer personal information may be made by contacting NRTC Customer Care 1-877-300-7873 or by visiting our website at [www.nrtccommunications.ca](http://www.nrtccommunications.ca)

## 7. INTERNET SERVICES

(a) **Internet Access and Domain Name.** The Customer assumes responsibility for selecting its domain name and ensuring that use of the domain name does not conflict with the right of any other person. Without limitation, NRTC shall not be liable to the Customer, or any other person, arising from actual or threatened termination of the Customer's right to use a domain name. The Customer agrees to pay any third party costs associated with obtaining, migrating, maintaining or canceling the main domain name. Upon approval from the Customer, NRTC may coordinate the migration of the role of controlling DNS for the Customer's domain name. NRTC will require a written authorization confirming this with the Internet domain name authority before performing this DNS transfer. The Customer is required to fulfill its component of the migration process within 72 hours after Test and Activation is completed. The Customer accepts that Customer delays in the migration process beyond this time will not defer the initiation of billing for the DSL Services and its components. For greater clarity, the email accounts and web space included in the Services shall only be made available to the Customer within thirty (30) days of a written request from the Customer stating that such Services are required, provided that the Customer has first provided NRTC with all information necessary for setting up such Services.

(b) **IP Address Ownership.** The Customer acknowledges that NRTC is the sole owner of all IP addresses allocated to the Customer. The IP addresses allocated to the Customer will be returned to NRTC upon cancellation or termination of the Services. NRTC reserves the right to change, modify, cancel or revoke the IP allocations and addresses at any time without notice.

(c) **Internet Filtering.** NRTC is not responsible or liable for the security of the Customer's Internet connection.

(d) **Internet Security.** The Customer is responsible for the security of its network and any devices or services attached to a NRTC High Speed Internet Connection.

(e) **Safeguard.** It is the Customer's responsibility to take whatever steps it deems necessary to safeguard any devices, services or data that are connected to the Internet over a connection provided by NRTC, including, but not limited to, firewalls, proxy servers and virus protection mechanisms.

(f) **Content Filtering.** NRTC makes every effort to block spam and Internet viruses, however, NRTC is not responsible for re-configuring the Customer network or for any content filtering service or type of special configuration on Customer Internet Services, including, firewalls, proxies or any other Customer premise hardware, software, equipment or otherwise.

NRTC and/or its directors, officers, employees, contractors or agents, shall not be liable in any way or manner whatsoever to the Customer or to any person, firm or corporation whatsoever, for any delay, loss or damage (whether direct or indirect or founded in tort or contract or otherwise at law or in equity) including, without limitation, resulting from:

- (i) Any unwanted or undesirable content that is not filtered for any reason whatsoever and which content filtering is solely the Customer's responsibility;
- (ii) Any content which is filtered for any reason whatsoever by the Customer;
- (iii) Any disruptions or outages whatsoever, in the content filtering service which the Customer may have acquired; or

- (iv) Any content that was blocked due to spam or Internet viruses.

NRTC reserves the right to clear cache content, at its discretion, at any time without prior customer notification.

(g) **Telephone Charges:** NRTC is not responsible for tolls acquired from long distance dialing or line usage. The Customer is responsible for calling the local phone company to determine if the access number used to access Company's network is a local call.

(h) **Internet Support Boundaries and Definitions:** NRTC provides basic Internet technical support to Customers during regular technical support hours as posted at [www.nrtccommunications.ca/help](http://www.nrtccommunications.ca/help). NRTC limits technical support to their area of expertise. Not all personnel have the same areas or levels of expertise, the Customer may be referred to another member of the support team who is currently available in which case that team member will contact the Customer at the team member's earliest availability.

(i) **Reduction of Internet Services:** NRTC may reduce, terminate or suspend the Internet Services at its option to the Customer including, but no limited to if the Customer uses the Internet Services in excess of the amounts which are set for the product ordered by the Customer.

## **8. ACCESS AND FACILITY REQUIREMENTS**

(a) **Customer Demarcation Point** -The Customer demarcation point for Services will be; in the case of Internet Services, the NRTC installed Customer Premise Equipment (CPE); or in the case of telephone Services, generally, the demarcation point is a standard location where all external wiring feeds, terminates and connects with the Customer owned inside wiring, for example; a telephone riser or inside terminal and may not necessarily be physically located in the customer's home, suite or office, but may be located in a closet within a multi-dwelling unit (residential or commercial) or on the side of residential unit or nearby outbuilding or point of presence (the "Demarcation Point"). NRTC is not responsible for any equipment beyond the Demarcation Point, save and except for NRTC CPE device. The Customer supplies all other facilities and equipment including, without limitation, all telephone terminals or computer equipment necessary to connect the Customer facilities and equipment up to the Demarcation Point, which is the point where NRTC facilities end and the Customer facilities begin. The Customer must remove or change any equipment that causes damage to the network or facilities of NRTC that are dangerous, or interfere with service to others.

NRTC has no obligation to maintain or repair facilities or equipment leased or owned by the Customer. However, upon request of the Customer, NRTC may provide maintenance and repair service to customer facilities and equipment at the Customer's sole cost and expense, including repairs to inside wire and/or terminating jacks/connectors.

### **(b) Access Requirements**

- (i) The Customer shall obtain and grant to NRTC, its employees, agents, contractors and subcontractors, access to service sites at any reasonable and agreed upon hour for the purpose of providing requested Services to the Demarcation point, including installation, maintenance and removal of NRTC equipment and/or facilities.
- (ii) While every reasonable effort is made to avoid Service interruptions, NRTC at times, may interrupt Customer Services at any time for any duration of time, without any notice or liability, where required in order to install or port telephone numbers from any previous choice of local telephone company, inspect, repair, replace or perform necessary maintenance on the telecommunications equipment, facilities or network, or for other technical reasons as may be required.
- (iii) In the event that NRTC requires access to Customer Premises to restore Services in the event of a service interruption, the Customer agrees to provide immediate access at no charge to NRTC. Upon request, NRTC employees must show valid identification prior to entering Customer Premises.

(c) **Facility Requirements.** The Customer shall grant to NRTC the right to install such equipment and/or facilities as are necessary to provide the Service(s), and to permit performance of the Service(s). In order to enable NRTC to

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provide the Service(s), (including installation, maintenance and removal), the Customer shall provide or cause to be provided, at each service site at no cost to NRTC and in a timely manner, the following:

- (i) Adequate space for equipment, including access to the service site for the installation of such equipment, and for the operation and maintenance of the Services. The location of any equipment to be installed outside of the Demarcation Point at Premises shall be determined by NRTC in consultation with the Customer;
- (ii) Electrical outlets and conditioned electrical power required at Premises, and payment for the consumption thereof in connection with the installation, operation and maintenance of the Services;
- (iii) The Customer is responsible for supplying, where necessary all hardware and wiring at or beyond the Demarcation Point, including any computer hardware, cable, wiring, switching equipment or amplifiers required to interface the particular Services with the Customer's communication equipment at each Customer Premises as provided in the Agreement and the Customer is responsible for making such interface connections to the Customer's own equipment.
- (iv) On-site contacts and the telephone numbers at the site by which NRTC will be able to contact the Customer by telephone in accordance with the Agreement.

(d) **Documentation Requirements.** The Customer shall furnish to NRTC any necessary documentation required to grant NRTC the legal right to locate its equipment at a site including free and uninterrupted access thereto (subject to the Customer's internal requirements), as well as any necessary documentation acknowledging that the equipment is the property of NRTC.

## 9. NRTC NETWORK, SERVICE FACILITIES AND EQUIPMENT

(a) Except where otherwise stipulated by special agreement, and subject to availability of Services, NRTC will furnish and install equipment and facilities required to deliver and activate the Services to the Demarcation Point, including rental equipment (if any).

(b) Notwithstanding that rental equipment or facilities (i.e. a router or other device) are located on a site provided by the Customer, NRTC shall be the sole and exclusive owner of wiring, hardware, equipment or facilities provided by NRTC, unless such equipment or facilities are purchased or provisioned by the Customer, all equipment will remain the property of NRTC. Certain Services and fees, such as High-speed Internet Services, as described in the Customer order or Agreement, include the cost of a router or other device as rental equipment and all applicable taxes.

(c) Such equipment or facilities shall remain the property of NRTC, and shall not by reason of the attachment, installation or connection of any part thereof to any realty become or be deemed a fixture to such realty, nor be pledged as part of collateral to any third party and the Customer hereby grants a security interest in any and all of NRTC equipment and facilities.

(d) In order to evidence NRTC ownership and security interest in the NRTC equipment and facilities, NRTC shall be entitled to at its sole discretion and the Customer hereby grants permission, to register a notice of security interest under the Personal Property Security Act (Ontario) within the applicable government registry. The term of the registration shall be consistent with the Term of the Agreement.

(e) NRTC, at its sole option, may either abandon or remove any NRTC equipment or facilities located at a Customer site upon the termination of the Services, but shall not be obligated to remove it.

(f) The Customer shall maintain all equipment, including rental equipment, in good working order, reasonable wear and tear from normal use excepted. The Customer shall bear all risk of loss or damages, whatsoever to NRTC equipment, including rental equipment, while in Customer's possession, including, but not limited to, damages or losses incurred as a result of theft, loss, electrical surges, water, and fire, tampering or upset. NRTC reserves the right and by acceptance of these terms, Customer authorizes NRTC to charge the Customer all costs relating to the repair or replacement of damaged or lost equipment on the Customer's invoice, and if required, deducted from a security deposit, or automatically charged to a pre-authorized account.

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(g) If the Customer fails to pay the costs of loss, repair or damage which are invoiced by NRTC as set out above by the due date shown on the invoice or communication, Services may be disconnected and all steps will be taken to enforce collection of amounts owing. The Customer remains liable for all other charges irrespective of the reason for cancellation of the Services.

(h) NRTC shall be responsible for, and bear the expense of, ordinary maintenance and repairs of its own equipment or facilities necessary to provide the Services, and will arrange routine scheduled maintenance in advance with the Customer.

### 10. SCHEDULED NETWORK DOWNTIME

(a) To ensure that NRTC Network is operating at optimal performance, NRTC reserves the right to schedule and inform Customers of periodic downtimes for diagnosis and maintenance. All care will be taken to minimize any service disruption and to provide advance a minimum of 24-hour notice.

(b) Installation, inspection, maintenance, repairs and/or removal of the NRTC Services and equipment may result in service delays, outages or potential damage to the Customer's computer or other equipment. The Customer thus acknowledges to make ready its own equipment and, agrees to back-up all computer and other electronic files prior to installation of the NRTC Services, facilities and equipment. NRTC shall not be liable for any delays, damage, loss or destruction of any of the Customer's software, files, data, business or personal losses in connection with the installation, inspection, maintenance, repairs and/or removal of the NRTC Services.

(c) As a precautionary measure, the Customer agrees to make alternate arrangements for telecommunication or Internet Services during the installation, inspection, maintenance, repairs and/or removal by NRTC. The Customer also agrees to run a virus check of software prior to the installation of the NRTC equipment and periodically thereafter to ensure that the Customer's computer does not contain any viruses which may interfere with the proper operation of the NRTC equipment and Services. NRTC takes no responsibility for making alternate service arrangements for the Customer during the installation, inspection, maintenance, repairs and/or removal of the NRTC Services and equipment or for checking for computer viruses prior to installation of NRTC equipment and Services and thus will not be liable for any delays, damages, loss or destruction to the Customer's personal or business files, software, hardware or data as a result of the operation of the NRTC equipment and Services should the Customer's computer contain a virus or for such delays in providing NRTC Services.

### 11. RESTRICTIONS ON USE OF NRTC EQUIPMENT

NRTC Services, equipment or facilities shall not be rearranged, disconnected, removed, repaired, altered or otherwise interfaced with, except by special agreement with and prior approval of NRTC. Customer-provided terminal equipment may be attached to NRTC facilities at the Demarcation Point (as defined herein).

### 12. LIMITATION OF LIABILITY AND INDEMNIFICATION

#### Limitation of Liability

(a) NRTC and/or its directors, officers, employees, contractors or agents, shall not be liable in any way or manner whatsoever to the Customer, or to any person, firm or corporation whatsoever, including, but not limited to the following reasons:

- (i) Any delay, loss or damage (whether direct or indirect or founded in tort or contract or otherwise at law or in equity) resulting from, or arising out of the provision of the Services, or any defect in or the delay, failure, inoperability or malfunctioning of NRTC equipment or facilities as contemplated by these Terms, including, without limitation, any indirect, consequential or economic loss, whether or not the same was or may have been reasonably foreseeable by NRTC, excepting only the liability of NRTC to the Customer for any rebates or credits contemplated in any Service-specific agreement;
- (ii) NRTC does not guarantee uninterrupted operation of the Services, including emergency 911 services, or of its equipment, facilities, connections or network and, NRTC is not liable for (i) any disruption or unavailability

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of the Services, including without limitation, any act or omission of any third party, including any other local telephone company, any connecting carrier, competitive access provider or other provider of connections, facilities or service whose facilities are used in establishing connections to points that NRTC does not directly serve;

- (iii) Defamation or copyright infringement arising from material transmitted or received over NRTC facilities; charges.
- (iv) Infringement of patents arising from combining Customer provided facilities with NRTC facilities or otherwise from the use of Customer-provided facilities.
- (v) Customer conduct, acts or omissions, or the operation or failure of Customer equipment or facilities;
- (vi) Any event beyond the reasonable control of NRTC including acts of God, inclement weather including lightning, labour disputes, riots or civil disputes, wars or armed conflict, any law, governmental order, decision or regulation, or order of any court of competent jurisdiction;
- (vii) Delay or failure, for any reason, to activate any Service on the activation date requested by the Customer;
- (viii) Any defacement of, or damage to, Customer premises resulting from the attachment of any instruments, apparatus or associated wiring or equipment furnished by NRTC on Customer premises, or removal thereof, when such defacement or damage is not wholly caused by NRTC gross negligence;
- (ix) NRTC liability (if any) for negligence, breach of contract, including fundamental breach, or other causes of action, or any loss, omissions, delays, errors, defects or failures in NRTC Services, equipment or facilities, or for any other action or inaction of NRTC, is limited to a refund of charges for the affected Services proportionate to the length of time the problem existed, upon request. In the event of a service interruption, the customer is to notify NRTC as soon as practicable. If Services continue to be interrupted for a period of at least 12 hours after notice by the customer to NRTC, a credit proportionate to the length of time the interruption existed shall be granted by NRTC to the customer, upon request. No allowance shall apply to any non-recurring charges.

Under no circumstances shall NRTC be liable for any indirect, special, consequential, exemplary or punitive damages whatsoever, including any loss or interruption of business or lost profits, even if such damages were reasonably foreseeable. No agents or employees of other carriers shall be deemed to be agents or employees of NRTC.

In subscribing for NRTC Services, you obtain no proprietary right or interest in, any particular facility, Service, equipment, telephone number or code associated with the Services.

### Indemnity by Customer

(b) The Customer shall indemnify and save NRTC and its directors, officers, employees, contractors, agents or shareholders harmless from and against all damages, suits, claims, judgments, costs or expenses of any kind, including legal fees, howsoever arising in connection with the provision of the Services or equipment to the Customer pursuant to this Agreement, including without limitation with respect to the violation of any law or regulation or copyright or trademark infringement which may arise in relation to the provision of the Services and/or equipment. This section shall survive the termination of this Agreement.

(c) In addition, the Customer agrees to indemnify and hold NRTC harmless from all claims, including fees and expenses of counsel, resulting from the Customer's use (or the use by others with the Customer's explicit or implicit consent) of NRTC Services, or Customer codes, facilities or equipment, which causes direct or indirect damage or harm to another party or the property of another.

(d) If NRTC equipment or facilities are presently located at or are to be installed on property or premises occupied by the Customer, but not owned by the Customer, the Customer agrees to be responsible for obtaining and maintaining the consent of the owner or landlord to place such facilities or equipment on the property or Premises. The Customer agrees to indemnify and save harmless NRTC from any and all actions, causes of action, claims, actions or demands arising or resulting from any lack of such consent.

(e) The Customer must not use, in any manner or circumstances whatsoever, NRTC trademarks, trade names, logos or designs, and has no authority to act on behalf of NRTC.

### **13. ASSIGNMENT**

NRTC may assign or transfer all or part of its Agreements and Services without the consent of the Customer. The Customer shall not transfer or assign its interest or delegate its duties or responsibilities under its Agreement for Services without NRTC prior written consent, such consent shall not be unreasonably withheld and, provided that NRTC has satisfied itself as to the identity of the assignee, financial, credit or otherwise and that the assignee signs an assumption agreement or change of responsibility, agreeing to be bound by all of the terms and conditions of the NRTC Agreement for Services. Any transfer or assignment contrary to this section shall be deemed a material breach of the Agreement giving NRTC a right to terminate the Agreement and will not release or relieve the Assignor Customer from any of the terms of the Agreement or these Terms.

### **14. SECURITY OF TRANSMISSIONS**

NRTC does not represent, warrant, covenant or guarantee that transmissions initiated by the Customer in the course of using the Services cannot or will not be received or intercepted by any other person(s).

### **15. FORCE MAJEURE**

NRTC shall not be liable for any delay in the performance or for non-performance in whole or in part, of the Services and periods set out for performance of responsibilities as a result of acts of God, floods, war, fires, natural disasters, famine, earthquake, embargoes, labor disputes, casualties, civil disturbances, acts of civil and military authorities, fibre, cable, equipment or other material or component failures, fibre cuts, lack of or delay in transportation, shortages, unavailability or delay in delivery not resulting from the responsible party's failure to timely place orders therefore, government codes, permits, ordinances, laws, rules, regulations or restrictions, or any other contingency beyond its reasonable control.

### **16. GENERAL**

(a) Any notice, request, demand, consent or other communication provided or permitted hereunder shall be in writing and given by personal delivery, or sent by registered mail, postage prepaid, or transmitted by facsimile or other form of recorded communication tested prior to transmission, addressed to the party for which it is intended at its address set out in this Agreement, in the case of NRTC:

**For day to day customer care, billing and Service issues, direct to:**

NRTC Communications  
P.O. Box 70, 4 Stewart St.  
Beachburg, ON K0J 1C0  
Attention: Customer Care

Fax (613) 582-7039

nrenfrew@nrtco.net

**For Legal Notices by personal delivery, or ordinary or registered mail, direct to:**

NRTC Communications  
P.O. Box 70, 4 Stewart St.  
Beachburg, ON  
Attention: General Manager

(b) The Customer may change his/her address for service of receipt of any such communication by giving ten (10) days prior written notice of such change to NRTC in the manner prescribed above. Any notice so given, shall be deemed to have been received on the date on which it was delivered or transmitted by facsimile or other form of recorded communication.



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(c) These Terms, and any service-specific Agreement, together with the subscription, order form or registration, where applicable, supersedes all oral or written arrangements made between the Customer and NRTC pertaining to the matters covered by this Agreement.

(d) These Terms will be governed by and construed in accordance with the laws of the province of Ontario and the laws of Canada applicable therein. The parties hereby attorn to the jurisdiction of the courts of the province of Ontario.

(e) The invalidity or unenforceability of any provision of the Customer's Agreement for Services or these Terms or any covenant herein contained shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid or unenforceable provision or covenant shall be deemed to be severable.

(f) The Service Agreement, Order Form or Subscription, including any schedules, addendums, appendices or other attachments thereto, shall enure to the benefit of, and be binding upon, the parties hereto, and their respective successors and permitted assigns.

(g) Unless otherwise requested by the Customer, these Terms, as well as all other documents relating hereto, including all notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise.

## 17. CUSTOMER CARE, BILLING, COLLECTION AND COMPLAINT RESOLUTION

Customers can contact a NRTC Customer Care Representative by any of the following methods:

(a) By phone line: 613-638-7873 or toll free at 1 877-300-7873

(b) By facsimile at 613-638-7039

(c) By e-mail at: [nrenfrew@nrtco.net](mailto:nrenfrew@nrtco.net)

(d) By mail sent to:

NRTC Communications,  
P.O. Box 70, 4 Stewart St.  
Beachburg, ON K0J 1C0  
Attn: Customer Care

[www.nrtccommunications.net](http://www.nrtccommunications.net)

## 18. REVISIONS TO THIS TERMS OF SERVICE

NRTC Communications reserves the right to revise, amend, or modify TOS (Terms of Service) and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with our TOS (Terms of Service).