

## WESTMAN COMMUNICATIONS GROUP

### STANDARD TERMS AND CONDITIONS OF SERVICE

The following terms and conditions of service (the “Terms”) govern your use of the Services. Any current Westman Communications Group document describing the plans, features, services or products you have selected, any purchase order, work order or service order; and any other document incorporated by reference (collectively, the “Materials”) together with these Terms constitute our agreement with you (the “Service Agreement”). If there is any inconsistency between the Materials and these Terms, these Terms will prevail. No sales representative, dealer, agent, officer or employee of Westman Communications Group has the authority to change or modify these Terms, except pursuant to an official revised version of these Terms, and you may not rely on any such change or modification. These Terms cannot be changed by you. Throughout this document:

- **us, we, our and Westman Communications Group** means the Westman Communications Group entity named in the Service Agreement;

- **you and your** means the member subscriber or customer named in any work order, purchase order, service order or other component of the Service Agreement;

**Service or Services** means any or all of the Internet access services, phone services, television services or other services that you subscribe to under the Service Agreement or receive from or through Westman Communications Group. Westman Communications Group Internet access services and related Westman Communications Group services, which are collectively referred to in these Terms as **Internet Services**;

- **Equipment** means any device, equipment or hardware used to access the Services or used in conjunction with the Services.

Your account information may, from time to time, be disclosed to other members of the Westman Communications Group organization and to our agents and authorized dealers in order to service your account, respond to your questions and promote additional products and services offered by members of the Westman Communications Group organization that may interest you. If you do not wish to receive offers or information from related Westman Communications Group entities, please contact Westman Communications Group at the address set out below.

- **Commitment Period** means any period of time that you have committed to Westman for services.

By entering into the Service Agreement, you:

- authorize Westman Communications Group to obtain information about your credit history and agree that Westman Communications Group may provide information to others about your credit experience with Westman Communications Group;
- accept all provisions of the Service Agreement, including those set forth in the Materials and these Terms;
- agree to cause all persons who use Services under your account or with your authorization to comply with the Service Agreement;
- acknowledge that the acts or omissions of all persons who use Services under your account or with your authorization will be treated for all purposes as your acts or omissions;
- acknowledge that you have received and had the opportunity to review a copy of the Service Agreement, including the Materials and these Terms;
- confirm that the information you have provided to us is up-to-date and accurate; and
- agree to notify us of any change in your information.

### **Charges; Account and Payment Information**

1. Charges will commence on the date of the initial activation of the Services or the Equipment, whichever is earlier (the “Activation Date”).
2. Unless otherwise agreed to by you and us, we will bill you monthly. We may bill you, however, for a charge up to twelve months from the date the charge was incurred.

3. You are liable for all charges to your account. Charges to your account are due and payable in full from the date of your invoice or statement. If you are paying by mail or through a financial institution, please allow adequate time for your payment to reach us prior to the required payment date.
4. If payment of an amount due on your account is not received by us by the required payment date specified by us, it will be considered a delinquent amount and will be subject to a late payment charge of 2% per month, calculated and compounded monthly on the delinquent amount (26.82% per year) from the date of the first invoice on which the delinquent amount appears until the date we receive such amount in full. You agree that we can charge any unpaid and outstanding amount, including any late payment charges, on your account to your credit card, bank account or any other payment method pre-authorized by you for payment of our charges.
5. Administrative charges may be levied for administration or account processing activities in connection with your account, including as a result of the following:
  - collection efforts due to non-payment or having a balance over your credit limit, including unbilled usage and pending charges, fees and adjustments; returned or rejected payments;
  - change of any identifier (e.g., phone number); and
  - the restoral of Service.

**Most Common Administrative Charges:**

Replacement Cheque Fee - \$25.00, Dormant Account Fee - \$15.00 & NSF Fee - \$25.00  
T4A & Annual Statement Replacement copies - \$10.00 & CSG Statement – Minimum \$10.00 or \$2.00 per month requested

A list of such charges is available on request, or at Westman Communications Group, and is incorporated into these Terms by reference.

6. Any questions or discrepancies regarding charges must be reported to us within 90 days of the date of our invoice or other statement. Failure to notify us within this time period will constitute your acceptance of such charges.
7. Unless otherwise set out in the Materials, if you agree to subscribe to one of our plans or Services or Equipment Rentals for a committed period of time (the “Commitment Period”), you may be subject to an early cancellation fee. Any decrease in your Commitment Period may be subject to a fee. If your subscription is terminated prior to the end of the Commitment Period, you may be required to pay us an early cancellation fee as specified in the subscription for that plan, service, or equipment rental, plus taxes.
8. If you are receiving any benefit as a result of your relationship with a third party (e.g., your employer), we may verify such relationship. If you become ineligible to receive such benefit for any reason (e.g., your employment is terminated or your employer becomes ineligible to receive the benefit), we reserve the right to transfer your Service to an alternate Service plan, as determined by us in our sole discretion.
9. Changes to your account (e.g., price plan, features or identifiers) will not take effect until after your next billing date.

**Deposit; Credit Requirements**

10. We may require a deposit or impose other payment or credit requirements (e.g., interim payments; mandatory pre-payments) at any time and on such terms as determined in our sole discretion. You will not earn any interest on any deposits or other payments held by us. If your Service is terminated, we will apply any deposits or other payments against the outstanding final balance on your account. A security deposit will be credited to your account after at least 12 consecutive months in good standing on all accounts with Westman. If services are terminated, Westman will apply the security deposit against any outstanding balance and refund any remaining balance
11. Upon notice to you, we may assign, change or remove a credit limit on your account at any time. Service may be suspended, at any time, to any and all of your accounts, if your balance, including unbilled usage and pending charges, fees and adjustments, exceeds this limit. Recurring service charges continue to apply during any suspension of Services.
12. You authorize the use of any VOID cheque you have provided as a pre-authorized debit from the account for all current and future charges under the Service Agreement. You authorize the use of any credit card number you have provided for all current and future charges under the Service Agreement.

## Identifiers

13. You do not own any identifier (e.g., telephone, account, calling card or PIN number; e-mail, IP or Web page address; access code, etc.) assigned to you, and we may change or remove any identifier at any time upon notice to you.

## Acceptable Use

14. You may not use the Services for anything other than your own personal use. You may not resell the Services, receive any charge or benefit for the use of the Services or provide Internet access or any other feature of the Services to any third party. You may not share or transfer your Services without our express consent. Use of the services for business purposes is not permitted except for services we have authorized on a commercial basis.
15. From time to time, we may establish policies, rules and limits (together, the "Policies") concerning use of the Services, Equipment and any products, content, applications or services used in conjunction with the Services or Equipment. Your use of the Services is subject to these Policies. We will provide you with notice of the Policies and of changes to the Policies. Our Acceptable Use Policy, available at Westman Communications Group, is incorporated into these Terms by reference. In addition, when using certain Westman Communications Group services, you may be subject to additional terms (which may be posted from time to time) applicable to such Services and which are incorporated by reference into these Terms.
16. When using the Services, the Equipment or any products, content, applications or services used in conjunction with the Services or Equipment, you must comply with all applicable laws and our Policies. We may suspend or terminate your Services, the Service Agreement and any other agreement for services you may have with any related Westman Communications Group entity, without notice to you, if you engage in one or more of the activities prohibited by our Policies. In addition, you may be charged for any costs incurred by us or any related Westman Communications Group entity in connection with your breach of the terms of this Section, including costs incurred to enforce your compliance.
17. We reserve the right to restrict, change, suspend or terminate your Service by any means if your access, use or connection to the Services, Equipment or our facilities is impairing or adversely affecting our operation or the use of our Services or facilities by others.

## Content

18. We do not own content that you make available for inclusion on the Services (including the Internet Services). However, with respect to content you make available for inclusion on publicly accessible areas of the Services, you grant us the following world-wide, royalty-free and non-exclusive licenses, as applicable:
  - With respect to photos, graphics, audio or video content: the license to use, distribute, reproduce, modify, adapt, publicly perform, publicly display and communicate by telecommunication such content on the Services solely for the purpose for which it was made available. This license exists only for as long as you elect to continue to include content on the Services and terminates when you remove or we remove such content from the Services.
  - With respect to all other content (other than photos, graphics, audio or video): the perpetual, irrevocable and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, communicate by telecommunication, publicly perform and publicly display, and to incorporate it into other works in any format or medium now known or later developed.

"Publicly accessible" areas of the Services are those areas of the Services that are intended by us to be available to the general public, e.g., online message boards that are open to both registered members and visitors. Publicly accessible areas of the Services do not include those portions of the Services that are only accessible by registered members or intended for private communication, e.g. e-mail and instant messenger.
19. We have the right, but not the obligation, to monitor or investigate any content that is transmitted using the Services or the Equipment. We may also access or preserve content or information to comply with legal process in Canada or foreign jurisdictions, operate the Services, ensure compliance with the Service Agreement or any Policies, or protect ourselves, our customers or the public. We reserve the right to move, remove or refuse to post any content, information or materials, in whole or in part, that we decide are unacceptable, undesirable or in violation of the Service Agreement.

## Equipment

20. Except for Equipment that you have fully paid for, all Equipment installed or provided by us remains our property and you agree that:
  - you will take reasonable care with such Equipment;
  - you may not sell, lease, mortgage, transfer, assign or encumber such Equipment;
  - you may not re-locate such Equipment without our knowledge and permission; and

- you will return such Equipment to us at your own expense upon termination of the Services to which the Equipment related.

If such Equipment is lost, stolen or damaged or sold, leased, mortgaged, transferred, assigned, encumbered or not returned, you agree to pay us the undiscounted retail value of such Equipment, together with any costs incurred by us in seeking possession of such Equipment.

21. You authorize us and our representatives to enter or have access to your premises as necessary at mutually agreed upon times to install, maintain, inspect, repair or remove the Equipment or to maintain, investigate, protect, modify or improve the operation of our Services or our facilities.
22. Equipment and related software may have to meet certain minimum requirements and be maintained in certain ways and in certain locations in order to access the Services or for the proper operation of the Services (e.g., 911 services). Such requirements may be changed from time to time at our sole discretion. Unless otherwise specified by us, you are solely responsible for updating or maintaining your Equipment and software as necessary to meet such requirements, and you may not be entitled to customer support from us if you fail to do so.
23. You must immediately notify us, at any of the points of contact specified below, if your Equipment is lost, stolen or destroyed. Should you then wish to terminate your Services, your obligations under the Service Agreement, including the early cancellation fee, will apply.

#### **Software**

24. Any software and accompanying documentation we provide to you remains our property or that of our licensors. You will take reasonable steps to protect such software or documentation from theft, loss or damage. You must review and agree to the applicable end user license agreement before installing or using the software or documentation. Unless otherwise provided in the applicable end user license agreement, all end user license agreements will terminate upon termination of the Service Agreement.

#### **No Warranties; Limitations on our Liability**

25. You acknowledge and understand that the Services or access to the Services, including 911 or special needs services, may not function correctly, or at all, in the following circumstances:
  - if your Equipment fails, is not configured correctly or does not meet Westman Communications Groups' requirements;
  - in the event of a network outage or extended power failure;
  - if you tamper with or, in some cases, move the Equipment; or
  - following suspension or termination of your Services or account.
26. Neither Westman Communications Group or their affiliates, licensors, suppliers and agents (and their respective employees, officers, directors and representatives) are responsible or liable to you for any content, applications or services provided to you or accessible by you through the Services, any charges incurred in connection with such content, applications or services or anything that is or can be done with such content, applications or services even if you are billed for such content, applications or services. All such content, applications or services is accessed or transmitted solely at your own risk.
27. Westman will not connect its Residential Phone Service to any emergency medical alert system. Although Westman Home Phone service is compatible with the majority of Home Security Systems, Westman will not provide technical support for any such connection and will not incur any kind of liability whatsoever resulting from such a connection. By accepting this Agreement, the Customer waives any claim against Westman for any interference with or disruption of such systems due to their connection to Westman's Residential Phone Service.
28. To the maximum extent permitted by applicable law:
  - neither Westman Communications Group guarantees or warrants the performance, availability, coverage, uninterrupted use, security, pricing or operation of the Services, the Equipment or any products, content, applications, services, facilities, connections or networks used or provided by us or third parties (collectively, the "Offering");

- you bear the entire risk as to the use, availability, reliability, timeliness, quality, security and performance of the Offering connections or networks; and
- neither Westman Communications Group makes any express or implied representations, warranties or conditions, including warranties of title or non-infringement, or implied warranties of merchantable quality or fitness for a particular purpose, with regard to the Offering.

All representations, warranties and conditions of any kind, express or implied, are excluded to the maximum extent permitted by applicable law. To the maximum extent permitted by applicable law, no advice or information, whether oral or written, obtained by you from Westman Communications Group, or our agents, dealers or representatives, creates any term, condition, representation or warranty not expressly stated in the Service Agreement.

You are solely responsible for the following matters:

- any access to the Equipment;
- maintaining the security and privacy of your property and your transmissions using the Services, the Equipment or our facilities or network; and
- protecting against any breaches of security or privacy or other risks involved in installing, using, maintaining or changing the Services or the Equipment.

29. Unless otherwise specifically set out in the Service Agreement, to the maximum extent permitted by applicable law, neither Westman Communications Group will be liable to you or to any third party for:

- any direct, indirect, special, consequential, incidental, economic or punitive damages (including loss of profit or revenue; financial loss; loss of business opportunities; loss, destruction or alteration of data, files or software; breach of privacy or security; personal injury; death or any other foreseeable or unforeseeable loss, however caused) resulting or relating directly or indirectly from or relating to the Offering or any advertisements, promotions or statements relating to any of the foregoing, even if we were negligent or were advised of the possibility of such damages;
- the denial, restriction, blocking, disruption or inaccessibility of any Services, including 911 or special needs services, Equipment or identifiers (including telephone numbers);
- any lost, stolen, damaged or expired Equipment, identifiers, passwords, codes, benefits, discounts, rebates or credits;
- any error, omission or delay in connection with the transfer of telephone numbers to or from another telecommunications service provider or any limitation connected thereto;
- any acts or omissions of a telecommunications carrier whose facilities are used to establish connections to points that we do not serve; or
- any claims or damages resulting directly or indirectly from any claim that the use, intended use or combination of the Offering or any material transmitted through the Services infringes the intellectual property, industrial, contractual, privacy or other rights of a third party.

These limits are in addition to any other limits on Westman Communications Groups' liability set out elsewhere in the Service Agreement and apply to any act or omission of Westman Communications Group and their respective employees, officers, directors, agents and representatives, whether or not the act or omission would otherwise be a cause of action in contract, tort or pursuant to any statute or other doctrine of law.

**Except as to injury, death or physical property damage, Westman Communications Group's maximum liability for negligence, breach or fundamental breach is limited to: (a) credit or refund of that portion of your fixed periodic charge proportionate to the period of time in which the problem existed but only if the problem existed beyond 24 hours; (b) credit or refund of a maximum of three times the amount provided in (a) above.**

## **Confidentiality of Your Information**

30. Unless you provide express consent, or disclosure is required pursuant to a legal power, all information regarding you kept by us, other than your name, address and listed telephone number, is confidential and may not be disclosed by us to anyone other than:

- you;
- a person who, in our reasonable judgment, is seeking the information as your agent;
- another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis, with the information to be used only for that purpose;
- a company involved in supplying you with telephone or telephone-directory-related services, provided the information is required for that purpose and disclosure is made on a confidential basis, with the information to be used only for that purpose;
- an agent retained by us in the collection of your account or to perform other administrative functions for us, provided the information is required for and used only for that purpose;
- an agent retained by us to evaluate your creditworthiness, provided the information is required for and is to be used only for that purpose;
- a law enforcement agency whenever we have reasonable grounds to believe that you have knowingly supplied us with false or misleading information or are otherwise involved in unlawful activities; or
- a public authority or agent of a public authority if, in our reasonable judgment, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information.

Express consent to disclosure may be obtained as follows:

- by written consent;
- by oral confirmation verified by an independent third party;
- by electronic confirmation through the use of a toll-free number;
- by electronic confirmation via the Internet;
- by oral consent, where an audio recording of the consent is retained by us; or
- by consent through other methods, as long as an objective documented record of your consent is created by you or by an independent third party.

In order to provide exceptional customer service, we coach our Customer Sales and Service Representatives on an ongoing basis. As such, if you have a telephone conversation with our representatives, we may monitor or record the call for coaching and quality control purposes.

Personal information collected in connection with the provision of the Services may be stored and processed in or outside Canada and may be subject to the laws of other jurisdictions. For further information about how your personal data is treated when using the Internet Services, see the privacy statement at Westman Communications Group.

## **Term; Suspension; Termination**

31. The term of the Service Agreement, and any applicable Commitment Period, starts on the Activation Date and shall continue indefinitely until terminated in accordance with the provisions of the Service Agreement or applicable law.

32. Unless otherwise permitted by applicable law:

you may terminate all or any part of your Services, except services subject to a commitment period, upon no less than 15 days advance notice by contacting Westman Communications Group at the appropriate points of contact specified in these Terms; and

- Westman Communications Group may terminate all or any part of your Services or accounts upon no less than 15 days advance notice to you at your billing address.

Applicable charges continue to apply until the end of the notice period or until the Services are no longer accessible by you, whichever is later. The transfer of your telephone number to another telecommunications service provider constitutes a termination of the applicable Service(s), and an early cancellation fee may apply.

33. We may restrict, block, suspend or terminate any or all of your Services or accounts, or identifiers in any way, without notice or liability to you, if:

- you are in breach of the Service Agreement, including non-payment of your charges or noncompliance with any Policies;
- you do not maintain Service usage within the prescribed credit limit;
- you exceed reasonable usage limits, as determined by us;
- you have given us false, misleading or outdated information;
- we reasonably suspect or determine that any of your account, identifiers, Services or Equipment is the subject of fraudulent, unlawful or improper usage or usage that adversely affects our operations or the use of our services or facilities by others;
- you harass, threaten or abuse us or our employees or agents;
- you fraudulently or improperly seek to avoid payment to us;
- bankruptcy or insolvency proceedings are instituted by or against you;
- any account or service on which your Services depend is terminated for any reason; or
- we reasonably believe that there is an emergency or extreme circumstance that would warrant such action.

34. If we restrict, suspend, block or terminate your Services or accounts:

- you must pay any amounts owing;
- we may also suspend, block or terminate, without notice or liability, your Services under any other agreement or account that you may have with us or a related Westman Communications Group entity (including accounts that may be in good standing);
- your access to emergency or special needs services (e.g. 911) may also be restricted, suspended, blocked or terminated; and
- your rates for services with related Westman Communications Group entities may change in accordance with the terms of those services.

### **Arbitration**

35. **To the extent permitted by applicable law**, unless we agree otherwise, any claim, dispute or controversy, whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future, arising out of or relating to the following items will be determined by final and binding arbitration to the exclusion of the courts:

- the Service Agreement;
- the Services or Equipment;

- oral or written statements, advertisements or promotions relating to the Service Agreement, the Services or Equipment; or
- the relationships that result from the Service Agreement.

36. **Where applicable**, arbitration will be conducted in the Province of Manitoba on a simplified and expedited basis by one arbitrator pursuant to the current laws and rules relating to commercial arbitration in the province of Manitoba. Westman Communications Group will pay all reasonable costs associated with any such arbitration.

### **Intellectual Property**

37. All trademarks, copyright, brand concepts, names, logos and designs used by us are intellectual property assets, registered or otherwise, of, or used under license by, Westman Communications Group or of one of 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 for any purpose without the express prior written permission of the Westman Communications Group.

### **General**

38. The Service Agreement, as amended from time to time, constitutes the entire agreement between you and Westman Communications Group for the Services and supersedes all prior agreements, written or oral, with respect to the same subject matter. The respective obligations of the Westman Communications Group entities are several and not joint. With respect to Internet Services, the obligations Westman Communications Group are several and not joint. If any portion of the Service Agreement is unenforceable, the remaining provisions continue in full force. Our failure to enforce strict performance of any provision of the Service Agreement does not mean we have waived any provision or right. Neither the course of conduct between us nor trade practice modifies any provision of the Service Agreement. The Service Agreement enures to the benefit of and is binding on you, your heirs and your legal personal representatives and on your and Westman Communications Groups' respective successors and assigns. You may not assign or transfer the Service Agreement without our prior consent. We may assign or transfer the Service Agreement or any of our rights or obligations hereunder without your consent. The provisions of Sections survive termination of the Service Agreement. These Terms 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.

39. Westman will maintain its system and equipment to the best of its ability, but assumes no responsibility for commercial power failure, cessation of transmission by broadcasting station or website, impact of government regulations, act of God, storms, wind, ice, lightning and unusual atmospheric conditions.

### **Governing Law**

40. The Service Agreement is governed exclusively by the laws of the province of Manitoba and you submit to the jurisdiction of the courts of Manitoba.

### **How to Contact Us**

41. To contact Westman Communications Group regarding our Services: call 1-800-665-3337 or, go online at [www.westmancom.com](http://www.westmancom.com) or write to Westman Communications Group, 1906 Park Avenue, Brandon, MB, R7B 0R9.

42. Any notice shall be deemed to have been given on the date on which it was sent by the party giving the notice.

### **Westman Communications Group's Right to Enter Premises**

43. Westman Communications Group's agents and employees may enter premises on which service is or is to be provided, during Westman Communications Group's normal working hours if the work is completed at the customer's request, or in the event of an emergency or potential harm to the network, at any time to install, inspect, repair and remove its facilities, to inspect and perform necessary maintenance in cases of network-affecting disruptions involving customer-provided facilities.

44. Entry is not subject to Section 21 in cases of emergency or where entry is pursuant to a court order.

45. Upon request, Westman Communications Group's agent or employee must show valid Westman Communications Group identification prior to entering premises.



## **ADDITIONAL TERMS APPLICABLE TO INTERNET ACCESS SERVICES**

46. If the Customer does not own the premises, the Customer warrants that they have obtained the consent of the Owner of the premises for Westman to make the installation and provide maintenance contemplated by this Agreement.
47. You acknowledge and understand that when using Home Networking, there are certain inherent risks (e.g., other users may gain access to your system or your Services and accounts). Westman Communications Group shall not be liable for any claims or damages relating to home networking, even if the home networking application or service is provided, installed, maintained or supported by Westman Communications Group.
48. The Service includes up to 10 email addresses and 15 Megabytes of personal Web space on Westman's server. Internet access 24 hours per day, 7 days per week with the free use of a wireline cable modem. Westman may do scheduled maintenance Sundays between 2:00 AM and 6:00 AM.
49. Although updated regularly for newly discovered viruses, Westman does not represent, warrant or covenant that any virus software, used during the installation process, will detect or correct any or all viruses.
50. The Customer shall not use or permit use of the Equipment or Services to, directly or indirectly:
- a) Invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content which is unlawful, threatening, abusive, libelous, slanderous, defamatory or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order or regulation;
  - b) Access any Computer, software, data, or any confidential, copyright protected or patent protected material of any other person, without the knowledge and consent of such person;
  - c) Upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Service which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder;
  - d) Copy, distribute or sublicense any software provided by Westman, except that the Customer may make one copy of each software program for back-up or archival purposes only;
  - e) Alter, modify or tamper with the Equipment or Services;
  - f) Restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Equipment, the Services or the Internet, including, without limitation, posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature; or generating levels of traffic sufficient to impede other's ability to send or retrieve information.
  - g) Disrupt Westman's backbone network nodes or network services;
  - h) Our Internet Services are for personal use only and Customer agrees not to use our Internet service for operation of an Internet Service Providers' business, or use the for the operation of a Web server (customers are entitled to 5 Megabytes of personal Web space on Westman's server) or for any other business enterprise in competition with our Internet service.
- Engaging in one or more of these activities may result in termination of this Agreement. This section shall not in any way limit Westman's right of termination pursuant to Section 32 of this Agreement.
51. Westman shall have no liability for content. There is content on the Internet that may be offensive to some customers, or which may not be in compliance with local laws, regulations or rules. Westman assumes no responsibility for, and exercises no control over the content contained on the Internet and other on-line services. Westman does not censor the legality or acceptability of such content. All content accessed through Westman's Service is accessed and used by the Customer and at the Customer's own risk.
52. Where we provide you with equipment for which we charge a direct or indirect rental fee, the equipment remains our property but it is held by you at your risk and responsibility. The monthly service fee includes a charge for the rental of the cable modem. If you terminate service, it is your responsibility to ensure that our equipment is returned. Lost equipment will be billed to you. In the case of stolen equipment we may bill it to you or pursue criminal remedies, at our discretion.

## **ADDITIONAL TERMS APPLICABLE TO HOME PHONE SERVICES**

### **Choice of Long Distance Service Provider**

53. You may choose your long distance service provider from those providers that have entered into connection arrangements with us. If you choose to receive local, but not long distance, telephone services from us, we may provide long distance services to you prior to your activation by your chosen long distance company to ensure continued availability of long distance services to you.

### **Telephone Listings and Directories**

54. We will make your name, address and telephone numbers available to publishers of paper and electronic telephone directories and to providers of operator services, in accordance with legal or regulatory requirements. However, subject to the 911 service provider exception described below, you may opt to have your name, address and telephone number listing information omitted from these directories or services by requesting, and paying for, an unlisted telephone number. These directories or services, however, may receive or obtain your telephone numbers and address from a source other than us. Furthermore, your name, address and telephone numbers will be accessible by 911 service providers, even if you have requested, and paid for, an unlisted telephone number. We will not be liable to you or to any third party for any error, inclusion or omission with respect to any telephone listings or directories.

### **Connections**

55. You must supply all facilities and equipment, including all wiring inside your premises, and all telephone terminal equipment necessary to connect your facilities and equipment up to the point where the local telephone company's facilities end and your facilities begin. It is your responsibility to reconnect your facilities and equipment as necessary after termination of the Westman Communications Group phone services.

### **911 Emergency Services**

56. In addition to the limitations on our liability set out above, the following limitations apply to the provision of 911 emergency services on Westman Communications Group phone Services. In order for 911 service to function properly, you must use the adapter which forms part of the Equipment we have provided you (the "Adaptor") and other Equipment at your service address. We will not be liable to you or to any third party for your failure to comply with this requirement. Westman Home Phone Services may not function correctly, or at all, in the following circumstances:
- if your Adaptor or other Equipment fails or is not configured correctly;
  - in the event of a cable network outage or extended power failure;
  - if you tamper with or move your Adaptor or other Equipment to a location other than your service address; or
  - following suspension or termination of your Service Agreement. We will not be liable to you or to any third party for any inability to use the Westman Communications Group phone Services or to obtain access to 911 emergency services as a result of the limitations described in this section.
57. The Message Relay Service provides telephone accessibility to persons with hearing problems who use telecommunication devices for the deaf, such as teletypewriters or other types of specialized devices to place or receive calls. A hearing person can contact someone who is hearing or speech impaired via the Message Relay Service by dialing 711. There is no charge to the customer for local calls.
58. To contact emergency services (fire department, police, ambulance), dial 911. In municipal systems where it is available, Westman Home Phone service fully supports the enhanced 911 emergency services by making the customer's name, address and telephone number available to the emergency centre serving your area. There is no charge to the customer for this service.
59. In accordance with CRTC requirements, Westman makes Customers' names, addresses and telephone numbers available to publishers of paper and electronic directories and to providers of operator services. The name, address and telephone number can be omitted from these directories/services by requesting, and paying for, a non-published telephone number.
60. Non-published numbers do not appear in the telephone directory and are not available from directory assistance operators. Non-published numbers are included in provincial emergency 911 databases.

## **ADDITIONAL TERMS APPLICABLE TO TELEVISION SERVICES**

### **TV Equipment**

61. Only one television or FM receiver may be attached to any outlet. Any unauthorized attachments to the Equipment or our cable, or interfering or tampering with the Equipment or cable or unauthorized use of our signals, is prohibited and may constitute theft under criminal law.
62. You may use the Equipment only at the service address identified on your account.