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**DirectWest Conditions of Contract****Terms and Conditions for Products and Services**

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These Terms and Conditions for Products and Services constitute a binding contract between you or your company (herein referred to as the "Applicant") and DirectWest Corporation (the "Company") with regards to your use of the Products or Services (collectively referred to as "Services") set out on the front of this Agreement.

The Applicant represents to the Company that it is the Applicant listed on the Agreement (or is the authorized agent of the Applicant and is authorized to enter into this Agreement on behalf of the Applicant).

The Applicant represents that it is duly authorized to advertise business or service and to use and publish all intellectual property associated with the Service, including all trademark, brand names, photographs, advertising copy or illustrations. The Applicant understands that the Company will not be responsible for protecting any rights that the Applicant will have in the trademarks, trade names, photographs, or materials contained in its Service.

The Applicant agrees to be solely responsible for complying with advertising standards, requirements or restrictions imposed by applicable regulatory authority and with the rules and regulations applicable to the Applicant's trade, business or profession.

No other Agreements, verbal or otherwise, outside of this contract are applicable.

**Request and Acceptance**

The Applicant requests that the Company carry out the Services requested on this Agreement. The Company, in its sole discretion, reserves the right to reject any advertising material for any reason whatsoever, including, but not limited to, material that does not conform to the advertising guidelines of the Company or that is considered offensive or of poor quality.

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**DirectWest Conditions of Contract**-*continued***Cancellations and Amendments**

The Applicant agrees to keep its Services for the period of time (the "Term") outlined on the front of the Agreement. The Applicant also agrees that this Agreement will automatically renew (the "Renewal Term"), including applicable rate adjustments, at the end of the Term unless the Applicant notifies the Company in writing, by facsimile, or by e-mail of the Applicant's desire not to renew this Agreement. The Renewal Term will be for the same length of time as the original Agreement and will include all monthly charges.

No cancellation or amendment of all or any part of this Agreement will be remitted unless the Company, in its sole discretion, consents in writing to such cancellation or amendments.

The Company reserves the right to terminate this Agreement without advance notice. Any charges, paid in advance, may be refunded to the Applicant on a pro-rated basis. The Company will not be in breach of this Agreement when, for a cause or causes beyond its control, the Company, or its agents, are unable to perform, in whole or in part any of the obligations under this Agreement.

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**DirectWest Conditions of Contract**-continued**Payment and Fees**

The Applicant agrees to pay the Charges as set out in the Agreement, as well as any future Charges as set out by the Renewal Term. Unless otherwise agreed to by the Applicant and the Company, the Applicant will be billed monthly on their SaskTel phone bill for the full period of the Term.

Any charges associated with mysask411 phonebook are billed for 12 consecutive months. The mysask411 phonebook is an annual publication, and as such, any additions, removals or changes for the upcoming directory issue must be made prior to the corresponding advertising deadline or close date. If the Applicant fails to request additions, removals or changes within a timely manner prior to the advertising deadline, the agreement will automatically renew in its current state, including applicable rate adjustments.

All overdue amounts shall bear interest in accordance with SaskTel's Terms of Service applicable to tariffed telecommunications services. In the event the telephone service to the Applicant is cancelled or the Applicant fails to make any payments as they become due, the Company may, at their option, accelerate the monthly payments due hereunder and the Company may forthwith demand immediate payment of the total amount remaining to be paid. The Company reserves the right to request SaskTel to discontinue telecommunications service to the Applicant for any charges that are thirty (30) days or more in arrears. The Applicant acknowledges that SaskTel shall have the right to terminate telecommunications service to the Applicant if any charges become thirty (30) days or more in arrears.

No payments for Services covered by this contract are to be made to the sales consultant.

The Applicant and the Company agree that it is the sole responsibility of the Applicant to contact the appropriate SaskTel business office or other telephone service provider if the Applicant desires to change its name, address, and telephone number. If an Applicant changes its name, address, or telephone number as provided herein, the Company shall automatically transfer the Charges from the account for the former name, address, or telephone number to the account for the new name, address, or telephone number; however, the Applicant shall remain bound to these Conditions of Contract. Any advertising charges will transfer along with ownership of the telephone number. The Applicant agrees that the Agreement is subject to the SaskTel Non-Tariffed Terms of Service as set forth in SaskTel's Non-Tariffed Products and Services document as amended from time to time and available for public inspection in SaskTel's business offices or its website at [www.sasktel.com](http://www.sasktel.com).

**DirectWest Conditions of Contract***-continued***Copy and Content**

Copyright in any Service prepared by The Company, at the request of the Applicant, shall remain the property of the Company. The Company reserves the right, in its sole discretion, to edit all copy and designs for style, editorial tone, and conformity to the Company policies. The Applicant is responsible for providing the Company with advertising copy and/or material within a timely manner.

A proof of the requested Service may be provided to the Applicant. When a proof is sent to the Applicant and is not returned to the Company within the time set forth on such proof, the Applicant agrees that such proof may be treated by the Company as accurate and the Company may continue on as set out in said proof.

Although the Company endeavors to provide a good example of color to each Applicant, colors shown are examples only and may differ slightly from colors as reproduced in various platforms.

The applicant agrees that Company cannot guarantee exact placement or positioning of the advertising across various platforms.

**Limitation of Liability**

All Services provided by the Company may be used for lawful purposes only. The Applicant is solely and fully responsible for all content.

The Applicant will not be entitled to claim, directly or indirectly, any loss, damage, or expense of any nature or kind whatsoever or any other form of compensation from the Company or its agents, whether such claim is based on a cause of action in tort or in a contract (including, but not limited to, fundamental breach of contract) arising from or related to their presence in, omission from, or an error.

The Applicant shall not cause or induce others, to steal, deface or destroy another person's listing or advertising, directly or indirectly.

