

ITEM 50 GENERAL TERMS OF SERVICE**General****51 Description of the General Terms of Service and the SaskTel Tariff**

- 51.1 The Canadian Radio-television and Telecommunications Commission (“CRTC”) is the federal regulatory body which regulates Saskatchewan Telecommunications. (“SaskTel”).
- 51.2 These General Terms of Service bind both SaskTel and SaskTel’s customers. These General Terms of Service are subject to revisions from time to time, and the revisions must be approved by the CRTC prior to publication in the SaskTel Tariff.
- 51.3 These General Terms of Service define the basic rights and responsibilities of SaskTel and SaskTel's customers with respect to all services, facilities and equipment contained in all SaskTel Tariffs.
- 51.4 For the purposes of these General Terms of Service and the SaskTel Tariff, the customer is the person whose name appears on a SaskTel bill.
- 51.5 These General Terms of Service are part of the SaskTel Tariff. The SaskTel Tariff also contains:
- (a) descriptions of services, facilities and equipment offered by SaskTel,
 - (b) rates for those services, facilities and equipment, *and*
 - (c) terms of service which apply only to specific services, facilities and equipment.
- 51.6 The complete SaskTel Tariff is available for public viewing at any SaskTel business office or on-line at www.sasktel.com.

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GENERAL TERMS OF SERVICE – Continued**General – Continued****51 Description of the General Terms of Service and the SaskTel Tariff – Continued**

51.7 Services offered by SaskTel under the SaskTel Tariff are subject to the terms and conditions contained in:

- (a) these General Terms of Service, *and*
- (b) applicable provisions of SaskTel's tariffs.

51.8 Where the SaskTel Tariff contains terms of service applicable only to specific services, facilities or equipment, those specific terms of service override the corresponding parts of these General Terms of Service that are inconsistent with those specific terms.

51.9 SaskTel and the customer may agree in writing to additional terms of service, providing those additional terms of service do not conflict with these General Terms of Service or the SaskTel Tariff.

GENERAL TERMS OF SERVICE – Continued**General – Continued****52 Effective Date of Changes to the General Terms of Service or the SaskTel Tariff**

- 52.1 Before changes to these General Terms of Service or the SaskTel Tariff can take effect, they must be authorized by the CRTC.
- 52.2 Changes to these General Terms of Service and the SaskTel Tariff become effective on the date authorized by the CRTC, and as identified in each Tariff Item.
- 52.3 When rate increases or decreases are authorized by the CRTC, SaskTel must adjust customer accounts as of the effective date. Customers must pay the new rate whether or not they were notified of the change. In addition, customers must pay the new rate even if they were billed at the old rate or paid at the old rate.
- 52.4 Despite the general rule in Item 52.3, when there is a rate increase, except for an increase in monthly or other periodic rates, the customer will pay the lower rate if:
- (a) SaskTel agreed to provide service by a certain date and did not do so,
 - (b) SaskTel's failure to provide service by that date was not caused by the customer,
and
 - (c) the rate increases went into effect between the date service should have been provided and the date it was actually provided.

GENERAL TERMS OF SERVICE – Continued**SaskTel's Obligations and Responsibilities****53 SaskTel's Obligation to Provide Service**

53.1 SaskTel must provide service to all customers who apply except when:

- (a) the customer applying for service owes money to SaskTel, other than as a guarantor, and refuses to pay the amount owed or refuses to make payment arrangements acceptable to SaskTel,
- (b) the customer applying for service does not provide a deposit or deposit alternative if required under Item 62.1,
- (c) SaskTel cannot acquire or maintain the equipment, facilities, rights-of-way, rights-of-access, or space in or on buildings that are necessary to provide service,
or
- (d) the customer applying for service does not carry out the customer's responsibilities in Item 55.1 before service begins.

53.2 If the customer requests a written explanation of a refusal to provide service, SaskTel must provide the written explanation within a reasonable amount of time.

GENERAL TERMS OF SERVICE – *Continued***SaskTel's Obligations and Responsibilities** – *Continued***54 What SaskTel Provides, Maintains and Repairs**

- 54.1 SaskTel provides service to the customer at the Customer Connection Point. The Customer Connection Point is also referred to as the demarcation. The Customer Connection Point is also referred to as the demarcation in other parts of the SaskTel Tariff.
- 54.2 The demarcation is provided by SaskTel. In most cases the demarcation will be located at the customer's premises. Item 75 establishes the rules for the location of the demarcation.
- 54.3 Unless an agreement between the customer and SaskTel provides otherwise, SaskTel will provide, install, maintain and repair all facilities and equipment necessary to extend service through SaskTel's telecommunications network up to and including the demarcation. Where suitable facilities do not exist SaskTel may provision those facilities by applying an existing tariff item or by provisioning those facilities to the customer at cost.

GENERAL TERMS OF SERVICE – *Continued*

SaskTel's Obligations and Responsibilities – *Continued*

54 What SaskTel Provides, Maintains and Repairs – *Continued*

54.4 SaskTel must with reasonable dispatch maintain and repair SaskTel facilities and equipment at no charge to the customer unless:

- (a) the maintenance or repair is required for reasons other than normal wear and tear,
- (b) the customer asks that the maintenance or repair be done outside of normal business hours, *or*
- (c) the SaskTel Tariff or a special agreement allows SaskTel to charge.

54.5 SaskTel has no obligation beyond the demarcation to install, maintain or repair facilities or equipment held by the customer or by another party and utilized by the customer. However, SaskTel may provide install, maintenance and repair service to the customer's facilities and equipment upon the customer's request and in accordance with the terms and conditions jointly agreed to between SaskTel and the customer.

Exception: SaskTel diagnoses, without charge, the source of transmission problems reported by customers without a jack-ended demarcation device and maintains and repairs, without charge, the single-line inside wiring of customers without a jack-ended demarcation device.

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GENERAL TERMS OF SERVICE – *Continued*

Customer's Obligations and Responsibilities

55 Customer's Responsibilities Before Service Begins

55.1 Before service begins, the customer must:

- (a) apply to SaskTel for service,
- (b) provide a location for the demarcation suitable to SaskTel,
- (c) allow SaskTel to enter the customer's property and premises in order to install, maintain or repair the SaskTel facilities and equipment which will be connected to the customer's facilities and equipment at the demarcation,
- (d) agree to pay any unusual costs and expenses that are necessary to construct, install or acquire equipment, facilities, rights-of-way, rights-of-access or space in or on buildings that are necessary to extend service through SaskTel's telecommunications network up to and including the demarcation, *and*
- (e) either provide or agree to pay SaskTel for all trenching, backfilling, poles, conduits or other facilities which SaskTel requires to extend SaskTel facilities from the customer's property line to the demarcation.

GENERAL TERMS OF SERVICE – *Continued*

Customer's Obligations and Responsibilities – *Continued*

56 Customer's Ongoing Responsibilities

- 56.1 The customer must supply all facilities and equipment including, for example, all wiring inside the customer's premises and all telephone terminal equipment, necessary to connect the customer's facilities and equipment to SaskTel's telecommunications network at the demarcation.
- 56.2 The customer must make sure that all facilities and equipment, which the customer connects to the demarcation device, meet the compliance specifications and technical standards contained in the Industry Canada (IC) telecommunication apparatus Compliance Specification 03 (CS-03), is registered with IC in accordance with the “procedure for Declaration of Conformity and Registration of Terminal Equipment” (DC-01) and is marked with a Registration Number as defined in IC document “Self-Marking of the Certification Registration Number of Terminal Equipment.” Customers should refer to Item 92 of the SaskTel Tariff for complete terms and conditions regarding attachments to SaskTel facilities and equipment.
- 56.3 Customers must make sure that there is safe and reasonable access to the demarcation at all times.
- 56.4 Customers must change their facilities or equipment, or any other facilities or equipment connected at the demarcation, if SaskTel determines that the facilities or equipment could or do:
- (a) cause harm to the operation of SaskTel facilities or equipment, even if the customer's facilities or equipment meet the Industry Canada telecommunication apparatus Compliance Specification 03 (CS-03) described in Item 56.2,
 - (b) cause interference with service provided to other customers, *or*
 - (c) cause a hazard or danger to the public or SaskTel employees.

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GENERAL TERMS OF SERVICE – Continued**Customer's Obligations and Responsibilities – Continued****56 Customer's Ongoing Responsibilities – Continued**

- 56.5 When electrical power is required to provide service to the customer, the customer must supply the power at no charge to SaskTel.
- 56.6 For the purpose of installing local distribution facilities, SaskTel normally requests free easements for the installation of telecommunication facilities and equipment and associated brush-clearing operations. Landowners receiving telecommunication services from SaskTel shall provide such easements to SaskTel without charge.
- 56.7 Where such easements are not provided, the extra costs of acquiring easements and of alternative routes and construction may be added to the charges set out in this Tariff. Where a person has refused to provide such easements over his lands, service to such person or to any occupant of such lands may be refused or suspended until the costs and disbursements incurred by SaskTel for the purposes of acquiring the necessary easements and performing any rerouting or additional construction are paid by such person or occupant.

GENERAL TERMS OF SERVICE – Continued**Customer's Obligations and Responsibilities – Continued****57 Restrictions on Use of Telephone Service or Other SaskTel Services**

57.1 Customers are responsible for ensuring that the services provided to them by SaskTel are not used:

- (a) for an illegal purpose,
- (b) in an illegal manner,
- (c) to make annoying or offensive calls including but not limited to electronic mail and facsimile transmissions, *or*
- (d) in any way which prevents other customers from fairly and proportionately using services provided by SaskTel.

57.2 SaskTel may, at any time, limit the use of any services provided to a customer or group of customers in order to ensure that fair and proportionate use is available to all SaskTel customers.

57.3 No customer or any other person may directly or indirectly charge any person for the use of any SaskTel service unless authorized by specific Items in the SaskTel Tariff or by written agreement with SaskTel.

57.4 No customer or any other person may re-arrange, disconnect, remove, repair, or otherwise interfere with any SaskTel facilities or equipment except:

- (a) in cases of emergency,
- (b) in any case specified in these General Terms of Service or the SaskTel Tariff, *or*
- (c) by written agreement with SaskTel.

GENERAL TERMS OF SERVICE – Continued**Customer's Obligations and Responsibilities – Continued****58 Customer's Responsibility for Charges**

- 58.1 The customer must pay all applicable monthly charges in advance. Other periodic charges and applicable service charges must be paid in accordance with the SaskTel Tariff. The customer must also pay for all calls:
- (a) placed from the customer's telephone line,
 - (b) placed through the demarcation at which the customer receives service,
 - (c) received at the customer's telephone line or through the demarcation where the charges have been accepted by a person receiving the call, *or*
 - (d) charged to the customer's telephone number (or customer's SaskTel account), the customer's SaskTel Calling Card or to the customer through other credit arrangements approved by SaskTel.
- 58.2 The customer must pay for these calls regardless of whether the person who;
- (a) placed the call,
 - (b) accepted the charges, or
 - (c) charged the call
- had the customer's permission to do so.
- 58.3 SaskTel, if it so elects, may collect all or part of the charges referred to in Item 58.1 from the person placing the call or from any person who may otherwise be responsible for the charges incurred.

GENERAL TERMS OF SERVICE – Continued**Customer's Obligations and Responsibilities – Continued****58 Customer's Responsibility for Charges – Continued**

58.4 If any level of government passes a law that requires SaskTel to collect sales, or other taxes, or other charges from customers on any basis, SaskTel may add the sales, or other taxes, or other charges to the customer's bill. The customer is then responsible for paying that additional amount as part of a SaskTel bill.

58.5 SaskTel's agreements with other telephone companies may require SaskTel to bill for services those companies provide to SaskTel customers. If such services, and any facilities or equipment used to provide those services, are subject to a sales tax, or other tax, or charge, SaskTel may add the sales tax, or other tax, or charge to the customer's bill and it is the customer's responsibility to pay the amount of the sales tax, or other tax, or charge as part of a SaskTel bill.

GENERAL TERMS OF SERVICE – Continued**Customer's Obligations and Responsibilities – Continued****59 Customer's Responsibility for Previously Unbilled or Underbilled Charges**

- 59.1 The customer is not responsible for paying an unbilled or underbilled portion of a charge unless:
- (a) in the case of a monthly or other periodic charge, SaskTel correctly bills the charge within one year from the date it was incurred, *or*
 - (b) in the case of a charge other than a monthly or other periodic charge, SaskTel correctly bills the charge within 150 days from the date it was incurred.
- 59.2 If the customer is unable to immediately pay the full corrected amount owing, SaskTel must attempt to negotiate a deferred payment arrangement.
- 59.3 Should a customer intentionally deceive SaskTel regarding an unbilled or underbilled charge, and even if the time limits in Item 59.1 have passed, SaskTel may bill the customer for that charge, and charge interest from the original overdue date as if it had been billed correctly.
- 59.4 Notwithstanding any provision of Item 59 of these Terms of Service, in the event that for any service the customer is entitled to a refund (the "refundable service") and SaskTel has undercharged or not charged the proper amounts for another service (the "undercharged service") at the same service location(s), the period of time for which SaskTel may recover the undercharge or proper charge for the undercharged service from the customer is equal to the period of time for which the customer is entitled to a refund for the refundable service.

GENERAL TERMS OF SERVICE – Continued**Customer's Obligations and Responsibilities – Continued****60 Minimum Charge for the Minimum Contract Period and Cancellation Before Service Begins**

- 60.1 The normal minimum contract period for SaskTel services is one month. However, the SaskTel Tariff may specify a longer minimum contract period for some services and customers may agree to a longer minimum contract period where special construction is necessary or special facilities are installed.
- 60.2 If service is terminated by SaskTel, or cancelled by the customer, during the minimum contract period, the customer is still responsible to pay the full rate for the minimum contract period.
- 60.3 If the customer cancels the request for service or asks that the start of service be delayed before installation work has begun, SaskTel cannot charge the customer for the service.
- 60.4 For the purpose of these General Terms of Service, installation work has begun when:
- (a) the customer has told SaskTel to proceed, *and*
 - (b) SaskTel has incurred any costs specifically related to providing the service to the customer which are over and above the cost of receiving and processing the request for service.

GENERAL TERMS OF SERVICE – Continued**Customer's Obligations and Responsibilities – Continued****60 Minimum Charge for the Minimum Contract Period and Cancellation Before Service Begins – Continued**

60.5 If the customer cancels the request for service or asks that the start of service be delayed after installation work has begun but before service has started, SaskTel will charge the customer the lower of the following two amounts:

- (a) the rate for the minimum contract period plus the rate to establish service, *and*
- (b) SaskTel's estimated costs of installation minus estimated net salvage. The estimated costs of installation include:
 - i) the cost of unsalvageable equipment and materials specifically provided or used for the installation,
 - ii) the cost of labour conducted by SaskTel employees and / or contracted by SaskTel,
 - iii) engineering costs,
 - iv) supply expense,
 - v) supervision costs, *and*
 - vi) any other expenses resulting from the installation and removal work.

GENERAL TERMS OF SERVICE – *Continued***Customer's Obligations and Responsibilities** – *Continued***61 Payment Time Limits and Late Payments**

- 61.1 All charges shown on the customer's bill are payable on the due date specified on the bill. If the customer's bill is lost or the customer does not receive the bill, the customer is still responsible for making the required payment to SaskTel. SaskTel will begin collection procedures immediately when an account becomes past due. Suspension procedures will begin as soon as Item 65.2 permits.
- 61.2 All customer accounts unpaid for more than 30 days from the billing date shall be subject to a late payment charge. The late payment charge rate is subject to change from time to time and is calculated from the billing date. The late payment charge is set out in the 'Past Due Charges' section of SaskTel's 'Non-tariffed Products and Services Business and Residential Services'.
- 61.3 If the customer disputes a charge, the charge cannot be considered past due unless SaskTel has reasonable grounds for believing that the only reason for the dispute is to evade or delay payment.
- 61.4 If at any time SaskTel considers that the customer's charges are significantly higher than normally expected and the customer presents an abnormal risk of loss to SaskTel, SaskTel may demand that the customer pay the charges within three days. In extreme circumstances, SaskTel may demand that the customer pay the charges immediately, provided that there is substantial likelihood of loss to SaskTel. SaskTel must provide the customer with details of the services and charges in question at the time SaskTel demands payment.
- 61.5 If a customer's account is paid by cheque or pre-authorized debit and the cheque or pre-authorized debit is returned to SaskTel without payment, the customer must pay the administration charge set out in the SaskTel General Tariff – Basic Services, Item 88.

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GENERAL TERMS OF SERVICE – Continued**SaskTel's Rights****62 Deposits and Deposit Alternatives from Customers**

62.1 SaskTel may require a deposit from a customer only in the following circumstances:

- (a) before service is provided, if the customer has no credit history with SaskTel and does not provide proof of creditworthiness that is satisfactory to SaskTel,
- (b) if the customer has an unsatisfactory credit rating with SaskTel, based on payment practices over the previous six years for SaskTel services, and does not provide SaskTel with satisfactory current proof of creditworthiness, *or*
- (c) if the customer clearly presents an abnormal risk of loss.

62.2 SaskTel must not require a customer to pay a deposit or provide a deposit alternative in an amount greater than all anticipated charges, including message toll charges, for three months of service.

62.3 If SaskTel requires a deposit, it must tell the customer why the deposit is required and also tell the customer that the following deposit alternatives are acceptable:

- (a) a written guarantee from another person whose creditworthiness has been established to SaskTel's satisfaction,
- (b) a bank letter of credit,
- (c) an arrangement for payment of the customer's account by another person whose creditworthiness has been established to SaskTel's satisfaction, *or*
- (d) under the circumstances, any other reasonable alternative the customer proposes.

GENERAL TERMS OF SERVICE – Continued**SaskTel's Rights – Continued****62 Deposits and Deposit Alternatives from Customers – Continued**

- 62.4 The amount of any deposit required by SaskTel may be reduced if the customer requests that SaskTel block all message toll calls which would be charged to the customer's account.
- 62.5 SaskTel shall pay monthly interest on advance deposits held at a rate of interest equivalent to the rate of interest paid by the Canadian Imperial Bank of Commerce (CIBC) on Bonus Savings accounts as modified by CIBC from time to time.
- 62.6 SaskTel must show the amount of the customer's deposit on the customer's monthly bill.
- 62.7 SaskTel will review both the requirement and the amount for a deposit or deposit alternative at least once every six months or whenever the customer requests. If SaskTel finds that the amount of the deposit or deposit alternative exceeds anticipated charges for three months of service, including message toll service, SaskTel must refund the excess amount of the deposit or reduce the required amount of the deposit alternative to the appropriate level.

GENERAL TERMS OF SERVICE – Continued**SaskTel's Rights – Continued****62 Deposits and Deposit Alternatives from Customers – Continued**

62.8 When the conditions which originally justified a deposit or deposit alternative are no longer present:

- (a) SaskTel will return the deposit and accrued interest to the customer and may, with the customer's consent, apply any portion of the deposit and accrued interest against any of the customer's unpaid charges and return the unused balance of the deposit, with accrued interest, to the customer, *or*
- (b) if the customer has provided a written guarantee or other deposit alternative, SaskTel will return the written guarantee or other deposit alternative to the customer.

62.9 When service is terminated or cancelled:

- (a) SaskTel may apply any portion of the deposit and accrued interest against any of the customer's unpaid charges and will return the unused balance of the deposit, with accrued interest, to the customer, *or*
- (b) SaskTel may use a written guarantee or other deposit alternative to arrange for payment of any portion of the customer's unpaid charges and upon such payment return any written guarantee or other deposit alternative to the customer.

GENERAL TERMS OF SERVICE – Continued**SaskTel's Rights – Continued****63 SaskTel-Initiated Changes in Telephone Numbers or Service Arrangements**

- 63.1 SaskTel has the right to change its telecommunications network at any time. Because a customer's telephone service is located within a particular area of the network, changes to the network might mean that a customer will be placed in a different "Local Service Area", "Exchange Area" or "Base Rate Area". This might result in rate changes to the customer or a change to the customer's telephone number. Telephone numbers may also be changed for technical reasons or if different telephone numbers are designated to be employed by SaskTel by another authority.
- 63.2 Customers do not have any property rights or any other rights to any telephone numbers designated for them whether or not the telephone number is published in a telephone directory.
- 63.3 SaskTel may change the telephone number designated for a customer if SaskTel has:
- (a) reasonable grounds for changing it and gives the customer reasonable advance written notice stating the reason for and the anticipated date of the change, *or*
 - (b) in cases of emergency, gives the customer verbal notice, which must be followed by a written explanation as soon as possible.

GENERAL TERMS OF SERVICE – Continued**SaskTel's Rights – Continued****63 SaskTel-Initiated Changes in Telephone Numbers or Service Arrangements – Continued**

63.4 If SaskTel changes a customer's telephone number and the customer did not request the change, SaskTel must intercept all calls made to the customer's previous number and advise the caller of the customer's new number. SaskTel will provide this service without charge until one of the following happens:

- (a) the customer's service is cancelled or terminated, *or*
- (b) updated telephone directories showing the new number are distributed.

63.5 SaskTel is not liable for any damages resulting from changes to telephone numbers, "Local Service Areas", "Exchange Areas" or "Base Rate Areas".

GENERAL TERMS OF SERVICE – Continued**SaskTel's Rights – Continued****64 SaskTel's Right to Enter the Customer's Property and Premises**

- 64.1 The customer agrees to allow SaskTel to enter the customer's property or premises at any reasonable hour in order to:
- (a) install, inspect, repair or remove SaskTel facilities or equipment,
 - (b) inspect and perform necessary maintenance or other necessary function, in cases where the customer's facilities or equipment are causing disruptions to SaskTel's telecommunications network,
 - (c) disconnect facilities or equipment described in Item 56.4 where the customer has failed within a reasonable amount of time under the circumstances to change the facilities or equipment, *or*
 - (d) collect proceeds from SaskTel pay telephones.
- 64.2 Before entering the customer's premises, SaskTel must obtain permission from the customer or other responsible person who is at the premises and who reasonably appears to have authority to permit entry.
- 64.3 Items 64.1 and 64.2 do not apply in the following circumstances. SaskTel may enter the customer's property or premises at any time, without permission from the customer:
- (a) in cases of emergency,
 - (b) where entry is permitted by order of a court or administrative tribunal of competent jurisdiction, *or*
 - (c) where SaskTel is otherwise legally empowered to enter.
- 64.4 Upon request, SaskTel employees or other responsible person must show valid SaskTel identification before entering the customer's premises or at any time while on the customer's property.

GENERAL TERMS OF SERVICE – Continued**SaskTel's Rights – Continued****65 Restrictions on SaskTel's Right to Suspend and Terminate Service**

65.1 Suspension of service occurs when SaskTel prevents calls from being made or completed through the demarcation. Unless the reason for suspension has already been corrected, termination of service occurs automatically ten days after suspension when SaskTel removes the customer's account from the list of active accounts.

65.2 SaskTel may suspend a customer's service if the customer:

- (a) fails to pay a past due account for which the customer is responsible if it exceeds \$50.00 or has been past due for more than two months,
- (b) fails to provide or maintain a reasonable deposit or deposit alternative when required to do so according to Item 62.1,
- (c) fails to make a payment under a deferred payment arrangement,
- (d) repeatedly fails to allow SaskTel to enter the customer's property or premises required by Item 64.1
- (e) uses or allows others to use any SaskTel services in a way that prevents fair and proportionate use by others described in Item 57.2,
- (f) uses or allows others to use any SaskTel services illegally or to make annoying or offensive calls described in Item 57.1,
- (g) interferes with SaskTel facilities or equipment contrary to Item 57.4,
- (h) charges any other person for the use of any SaskTel service contrary to Item 57.3,
- (i) fails to pay charges immediately upon SaskTel's request where extreme circumstances exist as described in Item 61.4,
- (j) refuses to allow SaskTel to make tests and inspections which SaskTel considers necessary to determine whether the customer is complying with these General Terms of Service or the SaskTel Tariff,
- (k) fails to change facilities or equipment which do or may cause harm, danger or interference as required by Item 56.4, *or*
- (l) is a company which becomes bankrupt or has a receiver or receiver-manager appointed to govern the customer's affairs.

GENERAL TERMS OF SERVICE – Continued**SaskTel's Rights – Continued****65 Restrictions on SaskTel's Right to Suspend and Terminate Service – Continued**

65.3 SaskTel may suspend or terminate a customer's message toll services if the customer fails to pay SaskTel for the charges of an IXC that are not disputed and that are:

- (a) purchased by SaskTel from the IXC, *or*
- (b) billed by SaskTel on behalf of the IXC.

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65.4 SaskTel may not suspend a customer's service:

- (a) because the customer fails to pay charges that are not authorized by the CRTC,
- (b) because the customer fails to pay charges for a different class of service at different premises, or for service in the name of another customer, including failure to pay the account of another customer as a guarantor,
- (c) if the customer agrees to and honours a reasonable deferred payment arrangement (where the reason for the proposed suspension is failure to pay), *or*
- (d) if the customer disputes the proposed suspension, as long as the customer continues to pay undisputed amounts owing to SaskTel and SaskTel does not have reasonable grounds for believing that the purpose of the dispute is to evade or delay payment.

GENERAL TERMS OF SERVICE – Continued**SaskTel's Rights – Continued****65 Restrictions on SaskTel's Right to Suspend and Terminate Service – Continued**

- 65.5 Within a reasonable amount of time before SaskTel suspends service, SaskTel must contact the customer with the following information:
- (a) the reason for the proposed suspension,
 - (b) the amount owing (if any),
 - (c) the scheduled suspension date,
 - (d) notice that service will be terminated ten days after suspension and the customer will have to re-apply for service after that date,
 - (e) notice that a reasonable deferred payment arrangement can be entered into (where the reason for the proposed suspension is failure to pay),
 - (f) the amount of any charge to re-establish service,
 - (g) the telephone number of a company representative with whom any dispute may be discussed, *and*
 - (h) notice that disputes unresolved with this representative may be referred to a senior SaskTel manager.
- 65.6 If repeated efforts to contact the customer have failed, SaskTel must deliver the information to the customer's billing address by leaving it at that address or by sending it by facsimile or other electronic document transmission where possible.
- 65.7 For the purposes of Item 65.5, reasonable advance notice for the termination or suspension of the service of a customer that is a competitor will generally be at least 30 days.

GENERAL TERMS OF SERVICE – Continued**SaskTel's Rights – Continued****65 Restrictions on SaskTel's Right to Suspend and Terminate Service – Continued**

- 65.8 In addition to the information which must be given to the customer under Item 65.5, SaskTel must, at least 24 hours prior to suspension, inform the customer, or another responsible person at the customer's premises, that suspension is imminent, except if:
- (a) repeated efforts to contact the customer have failed,
 - (b) immediate action must be taken to protect SaskTel or other persons from harm resulting from the customer's facilities or equipment, *or*
 - (c) the suspension occurs because the customer fails to pay when required by SaskTel in Item 61.4 (when the customer's charges are significantly higher than normally expected).
- 65.9 Unless the customer consents or there are exceptional circumstances, SaskTel may suspend service only on business days between 8 a.m. and 4 p.m. If the business day precedes a non-business day, suspension must not occur after 12 o'clock noon.
- 65.10 If SaskTel suspends or terminates the customer's service, the customer must still pay any amount owed to SaskTel.
- 65.11 SaskTel must re-establish service, as soon as possible, if:
- (a) the reasons for suspension no longer exist, *or*
 - (b) a deferred payment arrangement has been agreed to.

GENERAL TERMS OF SERVICE – Continued**SaskTel's Rights – Continued****65 Restrictions on SaskTel's Right to Suspend and Terminate Service – Continued**

- 65.12 If service is re-established within ten days of suspension, the customer will automatically retain the same telephone number (unless within that time SaskTel notifies the customer that it needs to change the number as described in Item 63.3).
- 65.13 If SaskTel suspends or terminates a service, SaskTel may only charge the customer for that portion of the applicable monthly or other periodic charge which represents the period of time up to the suspension or termination date except when the minimum charge for the minimum contract period applies.
- 65.14 If the customer's service was suspended or terminated improperly or by mistake, SaskTel must re-establish the service during business hours on the next business day at the latest. If exceptional circumstances prevent SaskTel from re-establishing service on the next business day, SaskTel must re-establish service as soon as possible. In either case, SaskTel must not charge to re-establish service.
- 65.15 If service is terminated:
- (a) SaskTel will charge the customer for the purchase of all equipment rented or leased from SaskTel which was used for the purposes of the terminated service. If the customer returns the equipment to SaskTel in satisfactory condition, the charge for the purchase of the equipment will be cancelled, *and*
 - (b) the customer will have to re-apply for service in order for service to be re-established and the customer will not necessarily be designated the same telephone number.

GENERAL TERMS OF SERVICE – *Continued*

Customer's Rights

66 Telephone Directories

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| 66.1 | Customers are entitled to receive, without charge, as many copies of the most recent telephone directory for their district, both white and yellow pages, and as many copies of subsequent updated directories as they are published, as are reasonably required, up to a maximum of one per telephone, whether provided by the customer or SaskTel. | C

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| 66.2 | If any of the customer's telephone directories need to be replaced because of normal wear and tear, SaskTel will replace it without charge. | C |
| 66.3 | SaskTel may charge the customer for additional telephone directories: | C |
| | (a) if the customer requires more telephone directories than specified in Items 66.1 and 66.2, <i>or</i> | |
| | (b) if they are to replace telephone directories the customer lost or intentionally destroyed. | |
| 66.4 | The contents of SaskTel's directories may not be published or reproduced in any form without SaskTel's written consent or as permitted under specific SaskTel tariff items. | |

GENERAL TERMS OF SERVICE – Continued**Customer's Rights – Continued****67 Telephone Directory Errors and Omissions**

- 67.1 SaskTel's liability for any damages arising from errors or omissions in the customers' white page listing, whether or not the error or omission is with regard to a telephone number, is limited to making a refund or cancelling any charge associated with such listing for the period during which the error or omission occurred. Where the error or omission was caused by SaskTel's negligence, SaskTel will be liable to compensate the customer up to the maximum amount calculated according to Item 74.2.
- 67.2 If telephone directories contain an error in the customer's telephone number, SaskTel must, without charge, intercept all calls made to the incorrectly listed number and advise the caller of the customer's correct number until one of the following happens:
- (a) the customer's service is cancelled or terminated, *or*
 - (b) updated telephone directories showing the new number are distributed.
- 67.3 Where SaskTel provides customer listing information to a Local Exchange Carrier (LEC) in accordance with SaskTel's Tariff:
- (a) In the case of errors or omissions in the LEC's directory alphabetical standard listings, whether or not the error or omission is with regard to a telephone number, a LEC's liability is limited to providing SaskTel's customer with payment equivalent to the amount that would have been provided by SaskTel in accordance with Item 67.1 had the error or omission been SaskTel's error or omission. C
 - (b) LEC is not liable for copyright or trademark infringement, passing off or acts of unfair competition arising from a customer's directory listing, provided the information contained within the listing was received by the LEC in good faith in the ordinary course of business.

GENERAL TERMS OF SERVICE – Continued**Customer's Rights – Continued****68 Refunds in Cases of Service Problems**

- 68.1 Where there are omissions, interruptions, delays, errors or defects in transmission, or failures or defects in SaskTel's facilities or equipment, SaskTel will, on request from the customer, refund that part of the customer's fixed monthly charge (or other periodic charge) for the service. The refund will be proportionate to the length of time the problem existed.
- 68.2 SaskTel does not guarantee uninterrupted working of its service, facilities, circuits, lines, or equipment and is not liable for any damages arising from omissions, interruptions, delays, errors or defects in transmission, or failures or defects in SaskTel facilities or equipment, unless they were caused by SaskTel's negligence, in which case SaskTel, in addition to the amount in Item 68.1, will be liable to compensate the customer an amount calculated according to Item 74.2.
- 68.3 SaskTel may, in lieu of the refund determined in 68.1 or 68.2, or both, issue a gift card not exceeding a face value of \$20.00 to the customer.

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GENERAL TERMS OF SERVICE – Continued**Customer's Rights – Continued****69 Confidentiality of Customer Records**

69.1 All information which SaskTel has about the customer is confidential except:

- (a) the customer's name, address and telephone number listed in the SaskTel telephone directory, *and*
- (b) the customer's name, address and telephone number available through directory assistance.

69.2 Customers may request that their name, address and telephone number:

- (a) not be published, in which case they will not be listed in any SaskTel telephone directory and will not be available through directory assistance, *or*
- (b) not be listed in any SaskTel telephone directory but still be made available through directory assistance.

SaskTel will charge customers for these services as per General Tariff - Basic Services, Item 160.10 Telephone Directory Service.

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69.3 For the purposes of disclosure of confidential customer information, the customer is the person whose name appears on a SaskTel bill. If the customer is an incorporated company, the customer is the company or any person who in the reasonable judgement of SaskTel is authorized by the customer to receive and consent to release of confidential information.

GENERAL TERMS OF SERVICE – *Continued*

Customer's Rights – *Continued*

69 Confidentiality of Customer Records – *Continued*

69.4 Unless a Customer provides express consent or disclosure pursuant to legal power, all information kept by SaskTel regarding the customer, other than the customer's name, address and listed telephone number, is confidential and may not be disclosed by SaskTel to anyone other than:

- (a) the customer,
- (b) an agent who, in the reasonable judgement of SaskTel, is seeking the information on behalf of the customer,
- (c) another telephone company and then only if the information is required for the efficient and cost effective provision of telephone services, disclosure is made on a confidential basis, and the telephone company agrees to use the information only for that purpose,
- (d) a company involved in supplying the customer with telephone directories, or telephone or telephone directory-related services, only if the information is required by that company for that purpose, disclosure is made on a confidential basis, and that company agrees to use the information only for that purpose,
- (e) a party used by SaskTel to evaluate the customer's creditworthiness or collect the customer's account, only if the information is required by that party for that purpose, disclosure is made on a confidential basis, and that party agrees to use the information only for that purpose, *or*
- (f) a public authority or agent of a public authority, if in the reasonable judgement of SaskTel it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information.
- (g) an affiliate involved in supplying the customer with telecommunications and/or broadcasting 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.

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Express consent may be taken to be given by a customer where the customer provides:

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

GENERAL TERMS OF SERVICE – Continued**Customer's Rights – Continued****69 Confidentiality of Customer Records – Continued**

- 69.5 Despite the restrictions in Item 69.4, SaskTel may disclose confidential customer information if:
- (a) the customer provides written consent,
 - (b) SaskTel is ordered to disclose the information by a court or administrative tribunal of competent jurisdiction, *or*
 - (c) SaskTel is otherwise legally empowered to disclose the information.
- 69.6 SaskTel's liability for unauthorized disclosure of confidential customer information is not limited by Items 74.2 or 74.3.
- 69.7 The customer may request that SaskTel provide any information in SaskTel's possession regarding that customer's service, and SaskTel shall provide the information requested if:
- (a) the customer has given SaskTel sufficient advance notice and detail of the information sought to allow SaskTel to comply with the request, *and*
 - (b) in a case where SaskTel would incur unusual expense to provide the information, the customer agrees to reimburse SaskTel for those costs.
- 69.8 Customers may request SaskTel to block the recording or display of their name, address and telephone number on equipment used by other customers of SaskTel and other telecommunications customers pursuant to the terms and conditions specified in SaskTel's Tariff with respect to the provision of call blocking.

GENERAL TERMS OF SERVICE – Continued**Customer's Rights – Continued****70 Overbilled Charges and Charges That Should Not Have Been Billed**

- 70.1 If a customer pays a recurring charge that should not have been billed or that was overbilled, the customer must be credited with the excess back to the date of the error, subject to applicable limitation periods provided by law. However, a customer who does not dispute the recurring charge within one year of the date of an itemized statement which shows that recurring charge correctly, loses the right to have the excess credited for the period prior to the statement.
- 70.2 Non-recurring charges that should not have been billed or that were overbilled must be credited, provided that the customer disputes a non recurring charge, within 150 days of the date of the bill.
- 70.3 If a customer is credited with any amount, that should not have been billed or that was overbilled, that amount will be credited with interest. Interest is calculated from the date of the customer's payment of the improperly billed charge to the date that the credit is applied to the customer's account. The interest rate will be the interest rate payable on deposits that applied between the date of the payment and the date of the correction.
- 70.4 Prior to SaskTel crediting the customer's account under this Item 70, the customer must provide SaskTel with evidence to demonstrate to SaskTel's satisfaction acting reasonably, that the customer was overbilled or was billed for a charge that should not have been billed.

GENERAL TERMS OF SERVICE – Continued**Customer's Rights – Continued****71 Dispute Procedure**

- 71.1 The customer may dispute charges shown on the customer's bill or any other matter by following the dispute procedures set out in the introductory pages of SaskTel's white page telephone directory.
- 71.2 If the customer disputes any charges, the customer must still pay all undisputed charges.
- 71.3 If the customer is notified that telephone service will be suspended by SaskTel, the customer may dispute the suspension by:
- (a) telephoning a company representative at the telephone number provided at the time the customer is notified of the suspension, *or*
 - (b) following the dispute procedures set out in the introductory pages of SaskTel's white page telephone directory.
- 71.4 SaskTel must promptly investigate all disputes and advise the customer of the results.

GENERAL TERMS OF SERVICE – Continued**Customer's Rights – Continued****72 Cancellation of Service by the Customer**

- 72.1 The customer may cancel a service at any time as long as reasonable advance notice is given to SaskTel. If service is cancelled after the minimum contract period, the customer will have to pay for service up to the cancellation date.
- 72.2 When a customer cancels a service at one location and begins service at another in Saskatchewan, SaskTel will, without charge to the customer, intercept all calls made to the customer's old telephone number and route them to a recorded message, (switch intercept) for a period of three months. Alternatively, SaskTel will refer the caller to the customer's new telephone number (basic intercept) anywhere in North America for up to 15 months, in which case the tariff rate for the service would apply.
- 72.3 When a service is cancelled, the customer must return to SaskTel all equipment rented or leased from SaskTel which was used by the customer for that service. If the customer fails to return the equipment to SaskTel in satisfactory condition, SaskTel will charge the customer for the purchase of the equipment.
- 72.4 When a customer cancels a service or a contract which has a minimum contract period greater than one month, the customer must pay the termination charges specified in the SaskTel Tariff or the contract between SaskTel and the customer. Where a charge is not specified, a termination charge of one-half of the charges for the remaining part of the minimum contract period will apply. The cancellation date is effective when the customer pays the termination charge.

GENERAL TERMS OF SERVICE – Continued**Customer's Rights – Continued****72 Cancellation of Service by the Customer – Continued**

72.5 Despite Item 72.4 and Item 60.2, when cancellation of service occurs as a result of the circumstances listed below, applicable termination charges and any minimum charge for minimum contract period will not apply and the customer is responsible only for charges for service to the cancellation date:

- (a) In the event of the death of the customer, the cancellation date is the date SaskTel is notified of the death.
- (b) If the customer's premises are destroyed by causes beyond the customer's control, the cancellation date is the date SaskTel is notified of the destruction.
- (c) If a change to the "Exchange Area" or "Base Rate Area" or "Island Base Area" affects the customer's service, the cancellation date is the date SaskTel is notified that the customer wishes to cancel service.
- (d) If the customer replaces any SaskTel service with another SaskTel service, the cancellation date is the date of the replacement, subject to the SaskTel Tariff and the terms of any contracts for the cancelled and replacement services.
- (e) If the customer's service is taken over without lapse by a new customer at the same location, the cancellation date for the original customer is the date of take over.

GENERAL TERMS OF SERVICE – *Continued***Customer's Rights** – *Continued***72 Cancellation of Service by the Customer** – *Continued*

- 72.6 If a directory listing service is cancelled by a customer or the customer moves to another location and a specific charge applies for a directory listing, the cancellation date is effective on the date of the service cancellation or the date SaskTel is notified of the move. The customer is still responsible to pay the full amount of the specific charge for a minimum of one month or until reference of call service is no longer provided, unless the directory listing for which the specific charge applies has not been published in a directory.
- 72.7 When a customer has service and another person ("joint user") obtains an additional directory listing for the same service and a specific charge applies for that additional directory listing, the charge for the joint user's directory listing will not apply after the date the joint user moves to another location except that a minimum charge of one month will apply and the cancellation date is effective on the date SaskTel is notified of the move.
- 72.8 Despite Items 72.6 and 72.7, in the event of the death of the customer or any joint user or when either acquires separate telephone service, the minimum charge of one month for the directory listing will not apply. Instead, the cancellation date for directory listing service is effective from the date SaskTel is notified of the death or from the date of the commencement of the separate service. The customer is responsible only for the specific directory listing charge to the cancellation date.

GENERAL TERMS OF SERVICE – Continued**Liabilities****73 Customer's Liability**

73.1 If SaskTel facilities or equipment are located or are to be installed on property or premises occupied but not owned by the customer (for example, when the customer is renting or leasing the property or premises), the customer:

- (a) warrants that he/she has the consent of the owner to place such facilities or equipment on the property or premises, *and*
- (b) shall indemnify and save harmless SaskTel from any and all actions, causes of action, claims, demands or lawsuits arising from or consequent upon any lack of consent.

73.2 The customer shall indemnify and save harmless SaskTel from any and all actions, causes of action, claims, demands or lawsuits arising out of the circumstances listed in Item 74.4.

73.3 If any SaskTel facilities or equipment located on the customer's property or premises are damaged or destroyed other than through normal wear and tear or by persons or causes other than SaskTel itself, the customer shall pay to SaskTel the cost of restoration or replacement of SaskTel facilities and equipment which were damaged or destroyed.

73.4 If any SaskTel facilities or equipment are damaged or destroyed by or through the operation of any of the customer's facilities or equipment, the customer shall pay to SaskTel the cost of restoration or replacement of SaskTel facilities and equipment which were damaged or destroyed.

73.5 If the operation of any of the customer's facilities or equipment causes disruption in SaskTel service to any other person, the customer shall indemnify and save harmless SaskTel from any and all actions, causes of action, claims, demands or lawsuits arising out of the disruption of service.

GENERAL TERMS OF SERVICE – *Continued***Liabilities** – *Continued***74 Limitation of SaskTel's Liability**

- 74.1 Despite any limitation of liability set out in these General Terms of Service, SaskTel's liability is not limited by these General Terms of Service in cases of deliberate fault, gross negligence, or anti-competitive conduct on the part of SaskTel or in cases of breach of contract where the breach results from gross negligence of SaskTel.
- 74.2 Except in cases where negligence on the part of SaskTel results in physical injury, death or damage to the customer's property or premises, SaskTel's liability for negligence, including negligence related to the interception and reference of calls, emergency service from pay telephones and breach of contract, is limited to the greater of \$20.00 or three times the amount refunded or cancelled in accordance with Item 67.1 and Item 68.1, as applicable.
- 74.3 SaskTel is not liable for any damages arising out of continuation of the customer's listing in a telephone directory after termination or cancellation of the customer's service.

GENERAL TERMS OF SERVICE – *Continued***Liabilities** – *Continued***74** **Limitation of SaskTel's Liability** – *Continued*

74.4 SaskTel is not liable:

- (a) for libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over SaskTel's telecommunications network from the customer's property or premises or recorded by the customer's equipment or SaskTel's equipment,
- (b) for the infringement of patents arising from the combining or using of the customer's facilities or equipment with SaskTel equipment or SaskTel's telecommunications network,
- (c) for damages arising out of the act, default, neglect or omission of the customer in the use or operation of equipment provided by SaskTel, *or*
- (d) for damages arising out of the transmission of material or messages over SaskTel's telecommunications network on behalf of the customer, which is in any way unlawful.

74.5 When facilities of other companies or telecommunications systems are used in establishing connections to or from customer-controlled facilities and equipment, SaskTel is not liable for any act, omission or negligence of the other companies or telecommunications systems.

74.6 SaskTel is not liable for any damages arising out of any act or omission of SaskTel permitted pursuant to Item 64.3 or Item 69.5, provided that SaskTel acted in good faith when acting upon a court order or in exercising the legal power.

GENERAL TERMS OF SERVICE – Continued**Liabilities – Continued****74 Limitation of SaskTel's Liability – Continued**

- 74.7 SaskTel is not liable for any damages or injuries which may occur through lightning or other currents being carried over or through SaskTel facilities or equipment.
- 74.8 SaskTel's facilities and equipment are designed for and intended to be used for a variety of different services. If a customer uses SaskTel's facilities and equipment for purposes other than those for which the system is designed, or for services to which the customer has not subscribed, SaskTel is not liable for errors, omissions, interruptions, delays or defects in the transmission or for the quality of the transmission of those services. SaskTel is not responsible to grant any refund to the customer for any defects in those cases.
- 74.9 SaskTel does not guarantee that a specific portion of SaskTel's telecommunications network will remain compatible with any of the customer's facilities or equipment. SaskTel is not liable if it changes a portion of its telecommunications network or any of its facilities or equipment.

GENERAL TERMS OF SERVICE – Continued**Other****75 Location of the Customer Connection Point / Demarcation**

- 75.1 The Customer Connection Point (CCP) provides a point of demarcation between SaskTel's network facilities and the customer's inside wire. SaskTel will provide a network interface device (NID) at a singular location as close to the point where SaskTel's facilities enter the legally registered land titles property or any building thereon acceptable to SaskTel. C
- 75.2 For residential customers, the CCP will be at a single location located on the outside of the customer's premises, except where service is provided to a multi-level building or in cases specified in Item 75.4.
- 75.3 For a multi-level or multi-unit building, the CCP will be at a single location where SaskTel's facilities enter the building.
- 75.4 If business service or both residential and business service is provided to a number of customers in one building, the demarcation will be at a single location where SaskTel's facilities enter the building or at a single location on the property.
- 75.5 If the location of CCP selected by SaskTel is not acceptable to the customer, the customer may select an alternate CCP location acceptable to SaskTel. The customer will pay SaskTel the costs incurred in providing such alternate CCP arrangements.

GENERAL TERMS OF SERVICE – *Continued*

Other - *Continued*

75 Location of the Customer Connection Point / Demarcation - *Continued*

- 75.6 The provision of a CCP is subject to the availability of suitable facilities for distribution. Where suitable facilities are not available, SaskTel may:
- (a) provide additional facilities, or provide service to an alternate demarcation location at which SaskTel's facilities are provisioned at the customer's cost; *or*
 - (b) SaskTel may request access to customer owned and maintained inside wire already in place, which the customer would then agree to provide without cost to SaskTel.
- 75.7 SaskTel may determine whether customer owned and maintained inside wire is utilized when it meets the technical requirements for the service being provisioned. Where customer inside wire is utilized, its maintenance to standards acceptable to SaskTel shall be the responsibility of the customer.
- 75.8 The decision to provision to an alternate CCP shall be the customer's, with SaskTel specifying acceptable alternate location(s). In all cases, the customer shall be required to pay all costs incurred in provisioning the alternate CCP.
- 75.9 SaskTel will provide only one CCP at the customer's premises, building, or same continuous property. Should the customer request an additional CCP, additional charges will apply.
- 75.10 If the customer requests an additional CCP at the customer's premises, building, or same continuous property, additional charges will apply including, but not limited to the following: equipment and materials specifically provided or used for the installation, the cost of labour conducted by SaskTel employees and/or contracted by SaskTel, engineering costs, supply expense, supervision costs, and other expenses resulting from the installation. The customer must also agree to pay any unusual costs and expenses that are necessary to construct, install or acquire equipment, facilities, rights-of-way, rights-of-access or space in or on buildings that are necessary to extend service through SaskTel's telecommunications network up to and including the CCP.

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