

SaskTel Non-Tariffed Terms of Service

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SaskTel Non-Tariffed Terms of Service

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Article 1 Description of the Terms of Service

- 1.1 These Terms of Service bind both SaskTel and SaskTel's customers with respect to all non-tariffed products, service and facilities provided by SaskTel. These Terms of Service are subject to revisions from time to time. C
- 1.2 For the purposes of these Terms of Service, the Customer is the person whose name appears on a SaskTel bill. C
- 1.3 The acceptance and use of all non-tariffed products, services and facilities provided by SaskTel to any person are subject to the terms and conditions of these Terms of Service and the prices reflected in SaskTel's invoices except to the extent that they are in conflict with the terms and conditions of any written agreement between SaskTel and any customer.
- 1.4 For the purposes of these Terms of Service, "service" or "services" means any product or service provided or sold by SaskTel that is not subject to a tariff approved by the CRTC, including without limitation, telecommunication service and the content that is a part of or made available by or in conjunction with any such product or service.

Article 2 Effective Date of Changes

- 2.1 Any changes in these Terms of Service shall take effect on and from the date specified by SaskTel. C

Article 3 SaskTel's Obligation to Provide Service

- 3.1 The receipt of an application for a service and a payment in advance or deposit shall not bind SaskTel to provide such services, where: F
- a) the applicant owes amounts to SaskTel that are past due;
 - b) the applicant does not provide a reasonable deposit or alternative required by these Terms of Service;
 - c) SaskTel would have to incur unusual expenses that the applicant will not pay (for example, for special construction); *or*
 - d) the applicant refuses or fails to obtain and/or maintain the easements, rights-of-way, rights of entry and permissions required to be obtained and maintained by the applicant pursuant to Article 5.1 of these Terms of Service.

SaskTel Non-Tariffed Terms of Service – Continued

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Article 3 SaskTel's Obligation to Provide Service - Continued

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3.2 If SaskTel does not provide a service, all money paid by the applicant in respect of that service must be refunded.

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3.3 SaskTel is under no obligation to serve all geographic areas of the province.

Article 4 SaskTel Facilities and Equipment

4.1 SaskTel owns the equipment and facilities installed on the Customer's premises except where SaskTel has provided the equipment on an outright sale basis or the Customer has provided the same.

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4.2 The Customer must not, nor permit others to re-arrange, disconnect, remove, or otherwise interfere with any SaskTel equipment wiring or facilities.

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4.3 Upon termination of service, the Customer must return SaskTel facilities and equipment to SaskTel in good condition, reasonable wear and tear excepted.

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4.4 If SaskTel facilities, property or equipment is damaged (reasonable wear and tear excepted), destroyed, lost or stolen, SaskTel has the right to charge the Customer the cost of replacement or restoration of such facilities, property and equipment. Customers are liable for damage caused to SaskTel facilities, property and equipment by Customer owned equipment attached to or accessing SaskTel's facilities, property or equipment.

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4.5 A Customer must notify SaskTel promptly whenever potential hazards, proposed alterations, or new construction on the Customer's premises requires changes in SaskTel facilities, property or equipment.

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4.6 If, as a result of any construction, excavation, moving of vehicles, or buildings, or equipment, or other act of or on behalf of any person, it becomes necessary for SaskTel to move, alter, or reconstruct a telecommunications line or other facility or to repair any damage caused thereto, such person shall be liable to pay the reasonable cost of such move, alteration, reconstruction, or repair.

4.7 If any special equipment or special assembly has been designed, ordered, or assembled by SaskTel to supply a particular service for a Customer, the cost associated therewith may be recovered by SaskTel from the Customer.

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4.8 SaskTel customers must follow reasonable standards of use, care and instructions for SaskTel equipment, property and facilities as prescribed by SaskTel from time to time.

SaskTel Non-Tariffed Terms of Service – Continued

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Article 5 Customer's Obligations and Responsibilities

5.1 The applicant or subscriber for a service is responsible for obtaining and maintaining all easements, rights-of-way, rights of entry and permissions (hereinafter called "entry and installation rights") as may be required for the purposes of installation, construction, alteration, maintenance, inspection or removal of facilities required in respect of such service on, in, or over the lands or buildings on or in which the premises served are located. SaskTel shall be entitled to assume that such applicant or subscriber has provided or obtained from the proper persons entry and installation rights for such purposes prior to entry by SaskTel for any of the said purposes. SaskTel may charge to such applicant or subscriber, either by lump sum or monthly assessments, an amount sufficient to reimburse SaskTel for any charges, costs, rental, expenses or compensation paid or incurred by SaskTel in consequence of the failure of such applicant or subscriber to obtain and maintain the entry and installation rights required to accommodate such facilities and any replacement thereof.

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5.2 The owners of premises or customers at a premise shall, at their own expense, provide the necessary conduits, panels, equipment space, and any special fitting required for the distribution of cables and wires. Where adequate conduit systems or other concealed space is not supplied, wiring and cabling will be installed using exposed wiring techniques. SaskTel may, at its discretion, agree to conceal the wiring and cabling in premises where adequate conduit facilities have not been provided. The costs of this additional work shall be charged to either the Customer, owner of the premises, or any other person responsible for the concealed installations. The owner and/or Customer shall provide access to concealed space when and where required by SaskTel and is also responsible for removal of ceiling tiles and drilling of concrete floors without liability to SaskTel for necessary building damage and for any inconvenience that may result. Customers are responsible for sealing any drilled holes for conduit that violate the integrity of fire walls, floors or other barriers with proper sealant in accordance with fire regulations and SaskTel practices. SaskTel shall not be responsible for loss, damage, injury, or death arising from lack of integrity in support structures due to failure to seal any such holes.

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5.3 The Customer must provide a location suitable to SaskTel for any required demarcation.

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SaskTel Non-Tariffed Terms of Service – Continued

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Article 5 Customer's Obligations and Responsibilities – Continued

- 5.4 The application for, use of, or acceptance of a service constitutes sufficient proof that the person applying for, using, or accepting such service has agreed to accept and pay for such service in accordance with the rates and conditions applicable thereto until such service is terminated. The proprietor or occupant of premises to which a service is supplied shall be deemed to have accepted such service until such time as the service is terminated.
- 5.5 Equipment owners or applicants receiving service from SaskTel accept and pay for that service in accordance with the applicable rates and conditions until service is terminated.
- 5.6 The owners of premises or Customers at premises shall, at their expense, provide a safe environment within which SaskTel will be performing any work or services. SaskTel reserves the right to refuse to commence or continue any work which in SaskTel's opinion would be done in unsafe or hazardous conditions at the owner's or Customer's premises. SaskTel shall not in any way be liable to any customer for any refusal to commence or continue work in or adjacent to unsafe or hazardous conditions at Customer's premises. For the purposes of this Article 5.6, "unsafe or hazardous conditions" includes, without limitation, any situation which would be contrary to The Occupational Health and Safety Act of Saskatchewan and any regulations made pursuant thereto or any situation that contravenes any other work place standards or guidelines adopted by SaskTel.
- 5.7 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, property or equipment, even if the Customer's facilities or equipment meet the Industry Canada (IC) telecommunication apparatus Compliance Specification 03 (CS-03);
 - b) cause interference with service provided to other customers; *or*
 - c) cause a hazard or danger to the public or SaskTel employees.
- 5.8 When electrical power is required to provide service to the Customer, the Customer must supply the power at no charge to SaskTel.

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SaskTel Non-Tariffed Terms of Service – Continued

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Article 6 Attachment of Customer-Provided Equipment

- 6.1 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), are registered with IC in accordance with the “procedure for Declaration of Conformity and Registration of Terminal Equipment” (DC-01) and are 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 General Tariff for complete terms and conditions regarding attachments to SaskTel facilities and equipment.

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A Customer may connect terminal equipment installation wiring to the demarcation point that Industry Canada has approved under its Terminal Attachment Program and that the Canadian Standards Association has certified and labeled. Where a Customer connects an attachment to or uses an attachment in conjunction with a service using SaskTel’s wireline network, the Customer is required to provide and is responsible for any riser cable and inside wire.

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- 6.2 Subject to Article 6.5:
- a) a Customer to network services leased from SaskTel may connect to and use in conjunction with that network service any attachment which meets Industry Canada (or any successor thereto) specifications and does not contravene Article 7.3;
 - b) a Customer to a wireless service of SaskTel may connect to and use in conjunction with that service:
 - i) voice or data wireless equipment used in conjunction with SaskTel’s wireless network;
 - ii) private mobile telephone service stations used in conjunction with a SaskTel provided private mobile radio system;
 - iii) pocket paging radio receivers; *and*
 - iv) trunked mobile radio subscriber stations for voice or data transmission used in conjunction with SaskTel’s **FleetNet 800™** trunked radio system.

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- 6.3 Subject to Articles 6.4.and 6.5, where it is necessary to connect an attachment to SaskTel’s facilities or service in an emergency situation in which there is a danger or hazard to life, that attachment may be made to SaskTel’s facilities or service for the sole purpose and restricted use of a special communication required to resolve the emergency situation, and that attachment must be disconnected immediately after such use.

SaskTel Non-Tariffed Terms of Service – *Continued*

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Article 6 Attachment of Customer-Provided Equipment – *Continued*

- 6.4 In no event may any attachments, including without limitation, mobile telephones or systems, be attached to or connected in any way to SaskTel's facilities and equipment used to provide a Customer with Fire Alarm Service. In the event of such an unauthorized attachment or connection, SaskTel will not be liable to any party or person including a Fire Alarm Service customer, for any claim for loss or damage of any kind or nature whatsoever, whether to persons or property, whether such losses are direct, indirect, special, incidental or consequential and whether or not any such claim was reasonably foreseeable by SaskTel.
- 6.5 Any attachment described in Articles 6.1 or 6.2 is required:
- a) to be designed, operated, used, and maintained in a manner that it does not:
 - i) damage, interfere with, create a hazard to, or impair the functioning of SaskTel services, equipment, or channels; *or*
 - ii) create a hazard or danger to the users of the services, equipment, or channels, to SaskTel's employees, customers, or the public; *and*
 - iii) to be connected only at the point of connection designated by SaskTel.
- 6.6 No attachment described in Article 6.1:
- a) shall be used for the purpose of, or in any manner that accommodates the connection of SaskTel telecommunication lines and services with the telecommunication facilities or services of another carrier, system, or person, unless as authorized in writing by SaskTel; *or*
 - b) be mounted or installed inside SaskTel equipment cabinets or housings.
- 6.7 SaskTel does not guarantee or represent that its telecommunication lines and system are or will remain compatible with any attachment. SaskTel has the right to modify, substitute, and change its telecommunication lines, service, circuits, system or other facility at any time.
- 6.8 When a Customer reports trouble on a telecommunication line or service to which an attachment is connected and a subsequent field visit establishes that the trouble is in the attachment, a charge will be assessed by SaskTel for the time expended by SaskTel (portal to portal) based on SaskTel's then current rates.

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SaskTel Non-Tariffed Terms of Service – Continued

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Article 6 Attachment of Customer-Provided Equipment – Continued

- 6.9 SaskTel will entertain requests for repair or maintenance of attachments not under maintenance contract with SaskTel subject to the availability of staff. Charges for any such service provided by SaskTel will be based on rates as established by SaskTel. F
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- 6.10 SaskTel may disconnect and prohibit the use of any attachment that fails to function in accordance with acceptable standards, terms, or conditions, or that is not entirely compatible with the use and operation of SaskTel's telecommunication lines or services and the regulations, procedures, standards, terms, and conditions associated with them. C
- 6.11 All attachments described in this Article 6 must comply with standards, terms and conditions prescribed or adopted by SaskTel as amended from time to time. C
- 6.12 An attachment that is authorized to be connected to or used in conjunction with a telecommunication line or service of SaskTel, pursuant to an agreement entered into by SaskTel, is permitted, subject to the standards, terms and conditions of such agreement and these Terms of Service.

Article 7 Restrictions on Use of Service

- 7.1 SaskTel's services and equipment may be used by the Customer, the Customer's agents and representatives, members of the Customer's family, or persons within the Customer's domestic household having permission to use them. Joint user service is permitted only with written approval by SaskTel in accordance with the applicable provisions in these Terms of Service. F
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- 7.2 A Customer must not enter into any private arrangement with a successor for continued use of a service. Notice should be given to SaskTel for the service to be transferred to the successor. The individual who wishes to continue use of the service must apply for the service. SaskTel may hold the successor customer and any person using or accepting the existing service responsible for all rates and charges applicable to such service. F

SaskTel Non-Tariffed Terms of Service – Continued

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Article 7 Restrictions on Use of Service – Continued

7.3 Intentional blocking, jamming, failure to permit reasonable use of SaskTel's networks (including SaskTel's wireless service network) by other customers or similar misuse of SaskTel channels or signals is prohibited. There is an unauthorized access charge of \$5000 plus an additional charge of \$2000 for each day that an unauthorized network access device, misused electronic serial number or other identifier is used by an individual to obtain unauthorized access to SaskTel's networks. These amounts are not a penalty but are a genuine pre-estimate of liquidated damages that SaskTel would suffer due to unauthorized access to or misuse of a service or SaskTel's networks.

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7.4 The following is prohibited:

- a) profane, obscene, or abusive language in conversations or messages transmitted over SaskTel circuits;
- b) use of a service or facility in a manner designed to bother or aggravate any person or to interfere with the use of a service or facility by another customer or person; *and*
- c) use of any equipment, device or facility supplied by SaskTel or connected to SaskTel's facilities for any unlawful purpose or in any unlawful manner.

7.5 No person shall cause or permit the misuse, tampering, experimenting, or playing with SaskTel equipment, property, facilities or services.

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7.6 If there is evidence that any SaskTel equipment, property, facilities or a service is being used in a way that violates these Terms of Service, the Customer or user is responsible for the misuse. Circumvention, distortion or deviation from the normal dialing, signaling, routing, switching, transmission, reception, recording, billing or processing of a message, or call is prima facie proof that the equipment, facilities, property and services are being misused and that the Customer or user of the service is responsible for causing or permitting such misuse.

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7.7 The sharing and/or resale of a service is not permitted, except when approved or authorized in writing by SaskTel.

SaskTel Non-Tariffed Terms of Service – Continued

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Article 8 Customer's Responsibility for Charges

8.1 The customer must pay all applicable monthly charges in advance. Other charges must be paid in accordance with the applicable rates and conditions for that service. The Customer must also pay for:

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- a) all calls originating and terminating at their SaskTel number;
- b) all originating and terminating calls made, received or accepted by any person at the Customer's SaskTel number whether or not the Customer had knowledge of such use or such acceptance of charges; *and*
- c) third number billing to the Customer's account at the request of the Customer or any person expressly or implicitly authorized by the Customer.

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8.2 The Customer is responsible for all charges accrued to his account as a result of SaskTel's services used over the facilities, equipment and networks provided to the Customer.

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8.3 SaskTel, if it so elects, may collect all or part of the charges referred to in Article 8.1 from the person placing the call or from any person who may otherwise be responsible for the charges incurred.

8.4 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 or changes the amount required to be collected for any existing sales, or other tax, or charge applicable to the service, facilities or equipment that SaskTel is supplying to the Customer, SaskTel may add the sales, or other taxes, or other charges to the Customer's bill or adjust the Customer's bill to account for any changes to existing sales, or other taxes, or charges that are applicable to the service, facilities or equipment that SaskTel is supplying to the Customer. The Customer is then responsible for paying that additional or adjusted amount as part of a SaskTel bill.

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8.5 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.

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- 10.1 Every customer and user of a SaskTel service is liable to pay the charges and rates applicable to the service. Bills are issued monthly and are due on the bill date. Monthly charges for facilities, network access, features and bundled services are billed one month in advance from the date of the bill. Airtime and toll charges based on usage are billed in arrears. System fees are billed monthly for non-contracted customers.
- 10.2 Failure to receive a bill does not relieve the Customer from the responsibility of making prompt payment.

SaskTel Non-Tariffed Terms of Service – Continued**Article 10 Payment Time Limits and Late Payments – Continued**

- 10.3 Customer accounts unpaid for more than 30 days from the bill date are subject to late payment charge of 3% per month, compounded monthly (42.58% annual equivalent). Such late payment charge is subject to change.
- 10.4 Certain circumstances may require a Customer to make an interim payment on his or her account as determined by SaskTel.
- Example:* If a Customer has a significant amount of airtime and long distance charges on his or her account and is regarded as a credit risk, SaskTel has the right to request immediate payment.
- 10.5 The charges and related data available for a Customer's review, both at the individual account level and in the form of a summary report for all accounts of the Customer with SaskTel for services purchased from SaskTel for Customers who have subscribed to and use the SaskTel ebill Analyzer tool or its replacement from time to time, is a SaskTel bill or invoice issued to the Customer for all purposes within the meaning of these Terms of Service.
- 10.6 In the event of any discrepancy between the charges and rates data applicable to a SaskTel ebill Analyzer Customer as supplied by SaskTel to its application provider of the ebill Analyzer functionality from time to time, and the data presented to any such Customer by the SaskTel application provider when any such Customer accesses such application, the charges and rates data supplied by SaskTel to its ebill Analyzer application provider governs and is binding upon any and each such ebill Analyzer Customer.

Article 11 Deposits, Alternatives and Payment for Service

- 11.1 SaskTel may require a Customer to make advance deposits in amounts sufficient to ensure payment for all charges for services covering a period to be determined by SaskTel.
- 11.2 SaskTel may deny or limit service if the Customer's ability to pay is questionable or cannot be established to SaskTel's reasonable satisfaction.
- 11.3 Bills for SaskTel's services must be paid at SaskTel authorized collection agencies or by mail or in any other manner agreed to by SaskTel.

SaskTel Non-Tariffed Terms of Service – Continued**Article 11 Deposits, Alternatives and Payment for Service – Continued**

- 11.4 An applicant for service may be required to make advance payment for requested services and equipment.
- 11.5 Customers pay a \$30.00 charge for any returned cheques or dis-honoured pre-authorized debit payments. R
- 11.6 SaskTel will pay interest on deposits held on behalf of a Customer at a rate of interest equivalent to the rate of interest paid by the Canadian Imperial Bank of Commerce (CIBC) on Bonus Savings Accounts.

Article 12 SaskTel-Initiated Changes in Telephone Numbers or Service Arrangements

- 12.1 Applicants for and customers of services have no property right or right to service of any particular SaskTel circuit, number, exchange, or other facility. With 30 days advance written notice, SaskTel may change the SaskTel circuit number, exchange, or other facility serving a Customer if considered necessary or desirable, or in the cases of emergency, give the Customer verbal notice which must be followed by a written explanation as soon as possible.

Article 13 SaskTel's Right to Enter the Customer's Property and Premises

- 13.1 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 functions, in cases where the Customer's facilities or equipment are causing disruptions to SaskTel's telecommunications network;
 - c) disconnect facilities or equipment described in Article 5.7 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.
- 13.2 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.

SaskTel Non-Tariffed Terms of Service – Continued
Article 13 SaskTel's Right to Enter the Customer's Property and Premises – Continued

- 13.3 Notwithstanding Articles 13.1 and 13.2, 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.
- 13.4 Upon request, SaskTel employees or any other responsible person must show valid SaskTel identification before entering the Customer's premises or at any time while on the Customer's property.

Article 14 SaskTel-Initiated Suspension or Termination of Service

- 14.1 SaskTel may refuse to provide, suspend or terminate service or disable service features or functionality as determined by SaskTel if a Customer:
- a) fails to pay an account that is past due;
 - b) fails to provide or maintain a reasonable deposit or alternative when required to do so;
 - c) fails to comply with the terms of a deferred payment agreement;
 - d) contravenes Article 4.2 or any sections of Article 7;
 - e) fails to provide payment when required according to Article 10 of these Terms of Service;
 - f) has a receiver, receiver-manager or other similar official appointed to govern the Customer's affairs, is the subject of or initiates any proceedings under The Bankruptcy and Insolvency Act or takes proceedings of any kind for the protection of debtors from creditors
 - g) fails to return to SaskTel any wireless device that has been provided to the customer on a temporary loan basis after being requested to do so;
 - h) contravenes or fails to comply with these Terms of Service; *or*
 - i) Exceeds customer's spending limit with SaskTel.
- 14.2 Prior to suspension or termination or the disabling of service features or functionality SaskTel will attempt to provide the Customer with reasonable advance notice.
- 14.3 SaskTel may charge a fee, as determined by SaskTel, from time to time to restore the suspended service or disabled features or functionality for the Customer.

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SaskTel Non-Tariffed Terms of Service – Continued
Article 14 SaskTel-Initiated Suspension or Termination of Service – Continued

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| 14.4 | Suspension, termination, or the disabling of service features or functionality does not affect the Customer's obligation to pay any amount owed to SaskTel. | N
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| 14.5 | SaskTel must restore service or any disabled service features or functionality, without undue delay where the grounds for suspension, termination or disabling of service features or functionality no longer exists or a payment or deferred payment agreement has been agreed to by SaskTel. | N

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| 14.6 | If suspension, termination or disabling of service features or functionality occurs in error, SaskTel will restore service or service features or functionality as the case may be, during business hours on the next working day at the latest unless exceptional circumstances do not permit this. No reconnecting charges will be levied. | N

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Article 15 Telephone Directories

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| 15.1 | The contents of SaskTel's directories may not be published or reproduced in any form without SaskTel's written consent. |
| 15.2 | Customers shall not cause or induce others to steal, deface or destroy any telephone directory or another person's listing or advertisement, directly or indirectly. |

Article 16 Telephone Directory Errors and Omissions

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| 16.1 | DirectWest Publishers is SaskTel's agent for the purpose of compiling, printing, publishing, and distributing directories. All contracts for directory advertising are made between SaskTel customers and DirectWest Publishers as agents for SaskTel. |
| 16.2 | SaskTel, its employees, officers, or agents assume no liability for damages caused to customers by errors or omissions in the compiling and printing of the directory. If there is an error in a chargeable listing or advertising, SaskTel may, if the circumstances warrant, make a refund not exceeding the consideration paid for such a listing or advertising for the period during which the error occurs. |

SaskTel Non-Tariffed Terms of Service – Continued**Article 16 Telephone Directory Errors and Omissions - Continued**

- 16.3 No liability will attach to SaskTel, its employees, officers, or agents by reason of the continuation of the Customer's directory listing after the termination of the Customer's service.
- 16.4 Customers should promptly report in writing any necessary additions, changes and errors that may appear in a directory to DirectWest Publishers.

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|**Article 17 Directory Assistance**

- 17.1 Directory assistance charges apply when directory assistance requests originate from any access service furnished by SaskTel and terminate at a directory assistance service provided by SaskTel or any other company.

Article 18 Limitation of Service

- 18.1 SaskTel makes no representation or warranty that any product or service that SaskTel provides will be uninterrupted, error free, is secure or will not be breached. All products and services provided by SaskTel are provided on an "as is" and "as available" basis.

Article 19 Confidentiality of Customer Records

- 19.1 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.
- 19.2 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 in accordance with SaskTel Tariff Item 160.10 (Telephone Directory Service).

SaskTel Non-Tariffed Terms of Service – Continued

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Article 19 Confidentiality of Customer Records – Continued

19.3 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.

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19.4 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:

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- 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;
- 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; or
- g) a credit bureau reporting agency.

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

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- i) written consent;
- ii) oral confirmation verified by an independent third party;
- iii) electronic confirmation through the use of a toll-free number;
- iv) electronic confirmation via the Internet;

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SaskTel Non-Tariffed Terms of Service – Continued

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Article 19 Confidentiality of Customer Records – Continued

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v) oral consent, where an audio recording of the consent is retained by the carrier; or

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vi) 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.

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19.5 Despite the restrictions in Article 19.4, SaskTel may disclose confidential Customer information if:

a) the Customer provides written consent;

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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.

19.6 SaskTel's liability for unauthorized disclosure of confidential Customer information is not limited by Article 23.1.

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19.7 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:

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a) the Customer has given SaskTel sufficient advance notice and detail of the information sought to allow SaskTel to comply with the request; *and*

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b) in a case where SaskTel would incur unusual expense to provide the information, the Customer agrees to reimburse SaskTel for those costs.

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19.8 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.

Article 20 Disputes

20.1 If verbal or written objection is not received within 30 days after a SaskTel bill is issued, the bill is regarded as correct and binding on the Customer.

20.2 If the Customer disputes any charges, the Customer must still pay all undisputed charges.

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SaskTel Non-Tariffed Terms of Service – Continued

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Article 21 Cancellation of Service by the Customer

- 21.1 Upon termination of service, the Customer must pay charges for the services furnished up to and including the date of the termination of service and any applicable termination charges. C
- 21.2 When a service is cancelled, the Customer must return to SaskTel all SaskTel provided and owned equipment, facilities and property which was used by the Customer for or in conjunction with the cancelled service. If the Customer fails to return such equipment, facilities or property to SaskTel in satisfactory condition, SaskTel will charge the Customer for the purchase price of such equipment, facilities or property. F
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Article 22 Customer's Liability

- 22.1 If SaskTel facilities, property 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: F
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a) warrants that he/she has the consent of the owner to place such SaskTel facilities, property or equipment on the property or premises; C
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.
- 22.2 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 Article 23.3. F
- 22.3 If any SaskTel facilities, property 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, property and equipment which were damaged or destroyed. C
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- 22.4 In the event of any disruption in SaskTel service to any other person caused by the Customer, 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. F

SaskTel Non-Tariffed Terms of Service – Continued

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Article 23 Limitation of SaskTel's Liability

23.1 SaskTel, its employees, officers, directors and agents will not be liable, whether in contract or in tort (including negligence), or based on any other legal or equitable theory or cause of action, to any person including any customer or user of any SaskTel service, for any claim for loss, injury, death or damages, direct, indirect, incidental, special, consequential, punitive, exemplary or aggravated, including, but not limited to loss of profits, the cost of substitute goods or services, business interruption, loss of information or data, loss of the ability to use information or data, whether any such claim is foreseeable by SaskTel or not, arising out of, from or in any way connected with the use or inability to use any product or service provided by SaskTel.

Without in any way limiting the previous paragraph, in no event or circumstance will SaskTel, its employees, officers, directors and agents be liable for any claim for any loss or damage arising out of, or in any way connected with:

- a) fire, explosion or any other occurrence resulting from installation, maintenance, use or removal of any service or equipment in or about the Customer's premises;
- b) failure, malfunction, interruption or disconnection for any reason of any alarm, control, signal, telemetering or similar facilities provided by SaskTel or any other person, or failure, malfunction, interruption or disconnection for any reason of any such facilities provided by SaskTel in conjunction with any alarm, control, signal or telemetering or similar facilities provided by any other person;
- c) reasonable defacement of premises necessarily associated with installation, repairs, or removal of SaskTel facilities, property or equipment;
- d) mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure or malfunction of any service or equipment whether such service or equipment is wholly or partially provided by, or the responsibility of SaskTel, or any other person, agency, carrier or supplier and whether any such mistake, omission, interruption, delay, error or defect in transmission or failure or malfunction occurs within or outside the province of Saskatchewan; *or*
- e) mistakes, omissions, interruptions, delays, errors, or defects in any service performed for the Customer at the Customer's request involving property, equipment or facilities owned by the Customer.

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SaskTel Non-Tariffed Terms of Service – Continued**Article 23 Limitation of SaskTel's Liability – Continued**

23.2 SaskTel shall be indemnified and saved harmless by the customer and user of such a service or equipment from and against all claims and demands arising directly or indirectly out of any such damage, loss, injury, or death referred to in the preceding paragraphs.

23.3 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, property or facilities 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.

23.4 The Customer, recipient, or user of facilities, equipment or services provided by SaskTel indemnifies and saves harmless SaskTel against all claims of libel, slander, and infringement of copyright arising from messages, information, content and signals transmitted by such facilities, equipment or services where such messages, information, content and signals do not originate from SaskTel as the supplier.

23.5 In connection with the transmission of material by data transmitting/receiving equipment or telephotograph equipment, no liability shall attach to SaskTel because of defects in the material transmitted or because of the quality of the transmission, regardless of cause.

SaskTel Non-Tariffed Terms of Service – Continued

Article 23 Limitation of SaskTel's Liability – Continued

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23.6 Except in a case of gross negligence or willful misconduct, SaskTel, its employees, officers and agents shall not be liable whether in contract or tort (including negligence), or based on any other legal theory or cause of action, to any person for damages of any kind, whether direct or indirect, consequential, special, incidental or punitive, or any injury to property of any kind, including any data, information or software, resulting from or attributable directly or indirectly to any work or services provided by SaskTel at the request of the Customer.

23.7 Except in the case of the deliberate and willful act or omission of SaskTel, SaskTel, its employees, officers, directors and agents will not be liable, whether in contract or in tort (including negligence), or based on any other legal or equitable theory or cause of action, to any person or party, including any customer or user of any SaskTel service, for any claim for personal injury or death or for any claim of loss or damages, direct, indirect, incidental, special, consequential, punitive, exemplary or aggravated, including, but not limited to loss of profits, the cost of substitute goods or services, business interruption, loss of information or data, or loss of the ability to use information or data, and whether any such claim, loss or damage is foreseeable by SaskTel or not, arising out of, from or in any way connected with the distribution by SaskTel of any emergency alerting system or service, including the service operated by the National Alert Aggregation and Dissemination System.

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SaskTel Non-Tariffed Terms of Service – *Continued*

Article 24 Location of the Customer Connection Point / Demarcation

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- 24.1 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 acceptable to SaskTel close to the point where SaskTel’s facilities enter the legally registered land titles property or any building thereon.
- 24.2 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 Article 24.4.
- 24.3 For a multi-level or multi-unit building, the CCP will be at a single location where SaskTel's facilities enter the building.
- 24.4 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.
- 24.5 If the location of the 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.
- 24.6 The provision of a CCP is subject to the availability of suitable facilities. 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 shall provide without cost to SaskTel.
- 24.7 SaskTel may determine whether Customer owned and maintained inside wire meets the technical requirements for the service being provisioned. Where Customer inside wire is utilized, its maintenance pursuant to standards acceptable to SaskTel shall be the responsibility of the Customer.

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SaskTel Non-Tariffed Terms of Service – Continued**Article 24 Location of the Customer Connection Point / Demarcation – Continued**

- 24.8 The decision to provision to an alternate CCP shall be that of the Customer, with SaskTel specifying acceptable alternate locations. In all cases, the Customer shall be required to pay all costs incurred in provisioning the alternate CCP.
- 24.9 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.
- 24.10 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 of 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.

Article 25 Toll Charges Rounding

- 25.1 All calls whether long distance or toll free ("the Calls"), are rated and charged for separately. Calls associated with business long distance and business and residential toll free service are subject to a 30 second minimum and rated or charged in 6 second increments thereafter. Calls associated with residential long distance are subject to a 60 second minimum and rated or charged in 1 second increments thereafter. If the charge for a Call is a fractional number with the fractional portion being less than 1/2 of one cent, the charge will be rounded down to the nearest whole number. If the fractional portion of the charge is more than 1/2 of one cent, then the charge will be rounded up to the nearest whole number.

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SaskTel Non-Tariffed Terms of Service – Continued

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Article 26 Arbitration

- 26.1 To the extent permitted by applicable law, unless SaskTel agrees 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 - except for the collection from you of any amount by SaskTel) arising out of or relating to: (a) the agreement SaskTel has with you for the product or service you are receiving from SaskTel; (b) a phone or the service you are receiving from SaskTel; (c) oral or written statements, or advertisements or promotions relating to the agreement you have with SaskTel for the product or the service that you are receiving or to a product or service; or (d) the relationships which result from the agreement you have with SaskTel for the product or service you are receiving (including relationships with third parties who are not parties to your agreement with SaskTel), (each, a "Claim") will be referred to and determined by private and confidential arbitration before a single arbitrator. Such arbitration shall be conducted according to SaskTel's Arbitration Protocol found at www.sasktel.com or its replacement site from time to time. You waive any right you may have to commence or participate in any class action against SaskTel related to any Claim and, where applicable, you agree to opt out of any class proceeding against SaskTel otherwise commenced, whether SaskTel is the sole defendant, or one of several other defendants, named in the Claim. If you have a Claim you should give notice to arbitrate to SaskTel, 13th Floor, 2121 Sask. Drive, Regina, Saskatchewan, S4P 3Y2, Attention: Vice President Corporate Counsel & Regulatory Affairs. If we have a Claim we will give you notice to arbitrate at your last known address of record. Some jurisdictions may not allow the use of compulsory arbitration or the waiver of rights to participate in a class action. If applicable law renders clauses requiring mandatory arbitration or the exclusion of the right to participate in a class action void, the provisions of this section shall be subject to severance in accordance with this Agreement. Nothing in this section is in any way intended to prevent or limit you from taking a complaint about the Service to The Commissioner for Complaints for Telecommunication Services (CCTS) for investigation as long as SaskTel is participating as a member in such complaint investigating program and as long as the Service and the complaint are matters over which CCTS has jurisdiction.

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