

RESIDENTIAL TERMS OF SERVICE

The following information provides a summary of the basic rights and obligations of both EastLink (also referred to as “the Company”, “we” or “our”) and its Customers (also referred to as “you”/“your”) with respect to EastLink’s provision of residential local telephone service. For additional terms of service specific to business, please visit our website at www.eastlink.ca. These Terms do not apply to EastLink Long Distance service, which is governed by separate Terms of Service that are available on our website. These Terms are subject to change without notice. Customers can view EastLink’s Terms of Service, and any updates, on our website at www.eastlink.ca.

EastLink’s provision of services is subject to a **LIMITATION OF LIABILITY**, which is described herein at part 17.0, “Limitation of EastLink Liability”.

Notwithstanding any other provision of these Terms of Service, we may accept or decline your order for services, in our sole discretion.

1.0 GENERAL

1.1 The Canadian Radio-television and Telecommunications Commission (CRTC) regulates telecommunications in Canada. EastLink is subject to the CRTC’s regulatory authority and must adhere to the decisions made by the CRTC.

2.0 EASTLINK SERVING AREAS

2.1 Information about EastLink’s serving areas can be obtained from our website (www.eastlink.ca), or by contacting EastLink Customer Care.

3.0 PAYMENT OPTIONS

3.1 Pre-Authorized Payment

Customers can arrange to pay using pre-authorized payments; there is no charge for this service. EastLink will automatically debit your bank account or charge a monthly payment to your VISA™, MasterCard™, or Amex™ credit card on the due date of your monthly charge. No statements are issued to Customers using automatic credit card payment as the credit card statement will include the amount.

If you choose to make pre-authorized payments, you authorize EastLink to charge your credit card or debit your bank account to collect amounts due from you. You will promptly notify EastLink of any changes to your credit card account, bank account, billing address or any other information that may prevent payment collection. If you do not pay for the charges you owe us, you agree that we can charge any outstanding amount to your credit card or withdraw it from any authorized bank account or credit card. If you want to cancel pre-authorized credit card or bank account payments, you agree to notify us at least 15 days in advance.

3.2 Other Payment Options

Customers can pay in the following ways:

- On-line at www.eastlink.ca
- At most chartered banks, trust companies, credit unions, ATM machines and telephone banking services (bank service fees may apply)
- Telephone Banking
- At Authorized EastLink Payment Centres
- Or mail to: EastLink, P.O. Box 8600, Halifax, N.S. B3K 5M3 (Mailed payments are credited on the date the payment is received by EastLink.)

4.0 BILLING POLICY

4.1 You will be billed once per month, in advance, for recurring monthly charges. We may also bill you up to one year from the date the charge was made. In all cases, payment is due on or before the due date specified in the bill. A Customer's failure to receive a bill does not relieve that Customer of the responsibility to make payment to EastLink by the bill's due date.

4.2 Long distance charges will be billed separately by your long distance service provider.

4.3 If we have failed to bill you, or under-billed you, for equipment and services, we must correctly bill you within one year of the date the charge was made. You may negotiate payment arrangements on disputed amounts, under reasonable circumstances, and, in such cases, EastLink will not charge you with interest on the full amount of the correction. These restrictions do not apply if the error was the result of an action, inaction or representation by the Customer.

4.4 You must bring invoice inquiries and disputes to EastLink's attention within sixty (60) days of the bill date; otherwise, you will be deemed to have accepted the bill as accurate in all respects. EastLink will review any disputed charge made within this period, provided you continue to pay the undisputed portion of the bill, and any subsequent bills. An adjustment will be made to your bill where EastLink determines that your dispute is valid.

5.0 SECURITY DEPOSIT POLICY

5.1 We may require a security deposit from you at any time.

5.2 EastLink will determine, at its discretion, how your deposit or other security will be allocated to satisfy outstanding amounts owed by you to EastLink.

6.0 LATE PAYMENT CHARGE

6.1 A late payment charge, currently 2.0% per month, compounded monthly (26.82% per year), may be applied to accounts that have not been paid in full by the payment due

date printed on the invoice. The late payment charge will be reviewed and adjusted on an ongoing basis as appropriate. Mailed payments are credited on the date the payment is received by EastLink.

7.0 NSF CHEQUE CHARGE AND DENIED CREDIT CHARGE

7.1 A service charge of \$25.00 will be charged to your account each time a cheque is returned, or a pre-authorized withdrawal or a credit card payment is denied, for whatever reason. The service charge is subject to change from time to time.

8.0 INTERIM AND IMMEDIATE PAYMENTS

8.1 In exceptional circumstances, prior to the normal billing date, we may request payment from you, on an interim basis, for the charges that have accrued, providing you with details regarding the services and charges in question. In such cases, the charges can be considered past due when the time period specified by EastLink for such payment has lapsed.

8.2 We may request immediate payment in extreme situations, provided that a notice has been issued under 8.1, and the risk of loss has substantially increased since that notice was given.

9.0 EASTLINK INITIATED SUSPENSION OR TERMINATION OF SERVICE

9.1 EastLink may suspend or terminate your service if you:

- a) fail to pay an account that is past due;
- b) fail to provide or maintain a reasonable deposit or alternative when required to do so;
- c) fail to comply with the terms of a deferred payment agreement;
- d) fail to provide the Company with reasonable entry and access, at reasonable hours, to install, inspect, repair and remove its facilities and to perform necessary maintenance in cases of network-affecting disruptions involving Customer-provided facilities;
- e) use or permit others to use any of EastLink's services so as to prevent fair and proportionate use by others;
- f) use or permit others to use any of EastLink's services for the purpose of making annoying or offensive calls or for a purpose or in a manner that would constitute a criminal offence, give rise to civil liability, or otherwise violate any applicable local, provincial, federal or international law, or for the purposes of encouraging or assisting others to do any of the foregoing;
- g) re-arrange, disconnect, remove, repair or otherwise interfere with EastLink's equipment or facilities (except in cases of emergency) or if termination or suspension is necessary to protect EastLink's facilities, equipment or network;
- h) violate any provision of EastLink's Terms of Service;
- i) harass, threaten or otherwise act unreasonably towards EastLink or its employees or agents; or
- j) fail to provide payment when requested by EastLink.

9.2 Where you make a payment to prevent suspension or termination of your service, or to reconnect your service, and that payment is returned by the bank or declined, EastLink may immediately, and without further notice, suspend or terminate your service.

9.3 You shall give EastLink reasonable access to your premises to remove its equipment and facilities. Failure by EastLink to remove its equipment or facilities does not constitute abandonment of such equipment or facilities.

9.4 Suspension or termination does not affect the Customer's obligation to pay any amount owed to EastLink. Upon termination, any balance owing shall become due at once. Service charges will continue to accrue during any suspension of service.

9.5 Where you have paid in advance for service, EastLink will rebate the portion that was paid for service for the period after the termination date. Any such rebate will first be applied in payment of any amounts you owe to EastLink.

9.6 Subject to EastLink's right to refuse service, we will restore service, without undue delay, where the grounds for suspension or termination no longer exist, or a payment or deferred payment agreement has been negotiated. Reconnection charges shall apply.

9.7 Where it becomes apparent that suspension or termination occurred in error or was otherwise improper, EastLink will restore service during business hours on the next working day, at the latest, unless exceptional circumstances do not permit this, and no reconnection charges will apply.

9.8 In the event of suspension or termination of service, all features and services, including emergency 9-1-1 service, will also be suspended or terminated.

9.9 We cannot guarantee the availability or resumption of any previous telephone numbers following a termination of your service.

9.10 The Customer shall reimburse EastLink for reasonable collection fees and/or pick-up charges in the event that EastLink finds it necessary to enforce collection and/or preserve and protect its rights under its Terms of Service.

9.11 If service is terminated for non-payment, reconnection charges will apply.

10.0 EASTLINK'S RIGHT TO ENTER PREMISES

10.1 EastLink's agents and employees may, at reasonable hours, enter premises on which service is or is to be provided to install, inspect, repair and remove its facilities and to inspect and perform necessary maintenance in cases of network-affecting disruptions involving Customer-provided facilities.

10.2 Except in cases of emergency, or where entry is pursuant to a court order, EastLink will obtain permission from the applicant, Customer or other responsible person prior to entering the premises.

10.3 All EastLink employees and authorized contractors carry an identification card bearing the EastLink name and the employee's name and picture. Customers should refuse admittance to anyone claiming to be an employee of EastLink who does not have this card. Upon request, EastLink's employee or contractor will show valid EastLink identification prior to entering the premises. Verification of scheduled work by an EastLink employee or contractor can be obtained by calling EastLink customer service at 1-888-345-1111 or 453-2800 within the Halifax Regional Municipality.

11.0 EASTLINK FACILITIES

11.1 EastLink will bear the expense of maintenance and repairs required due to normal wear and tear to its facilities, except that EastLink may charge for the additional expense incurred when you require maintenance and repair work to be performed outside of regularly scheduled working hours or relating to facilities not owned by EastLink.

11.2 A Customer who has deliberately, or by virtue of a lack of reasonable care, caused loss or damage to EastLink's facilities, may be charged the cost of restoration or replacement. In all cases, Customers are liable for damage caused to EastLink's facilities by Customer-provided facilities.

12.0 DIRECTORY POLICY

12.1 At our discretion and subject to availability, we will provide to you, without charge, up to one copy per telephone of the most recent telephone directory for your district, both white and yellow pages. Updated directories, as they are published, will also be provided at our discretion and subject to availability.

12.2 The contents of directories released by EastLink may not be published or reproduced in any form without the directory publisher's written consent.

12.3 In the case of errors or omissions in directory listings (white and yellow pages), whether or not the error or omission is with regard to a name, address, telephone number, or listing mark, EastLink and the Directory Publisher's liability is limited to refunding or canceling any charge associated with such listings for the period during which the error or omission occurred.

13.0 PRIVACY MATTERS

13.1 Privacy and Your Telephone Service

Our Customers' right to privacy is an important issue. EastLink not only supports a policy that protects Customer information, but also provides telephone services that help to balance the privacy interests of callers and the people they call.

Part 14.0 of these Terms provides a brief overview of EastLink's policies and procedures with respect to the confidentiality of customers' personal information. For more detailed information, please refer to EastLink's web site or contact EastLink Customer Care.

EastLink will not sell or trade your personal information.

If you would like to review the contents of your personal telephone service file, please contact EastLink Customer Care.

13.2 Privacy and Call Management Features

Call Management services such as Call Display, Call Return, Call Answer and Visual Call Waiting provide telephone number information to the called party. If you have concerns with these features or wish to deactivate them when placing calls, please contact our Customer Care Centre for information (service charges may apply).

Call Management features that are designed to help protect customers' privacy, and are offered by EastLink, include:

- delivery of the privacy indicator when invoked by an end customer;
- provision of automated universal per-call blocking of calling line identification;
- provision of per line call display blocking to qualified end customers;
- disallowance of Call Return to a blocked number;
- enforcement of the CRTC's restriction on Automatic Dialing Announcing Devices, Automatic Dialing Devices and unsolicited facsimiles; and
- provision of universal Call Trace.

13.3 Disclosure of Subscriber Listing Information

In accordance with CRTC requirements, EastLink makes Customers' names, addresses and telephone numbers available to publishers of paper and electronic directories and to providers of operator services. Your name, address and telephone number can be omitted from these directories/services by requesting, and paying for, a non-published telephone number.

13.4 Non-Published Numbers

Non-published numbers do not appear in the telephone directory and are not available from directory assistance operators. Non-published numbers are included in provincial emergency 9-1-1 databases.

13.5 Monitoring of Customer Service Calls

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

13.6 Personal information collected by EastLink may be stored and processed in Canada or another country. In either case, the information is protected with appropriate security safeguards, but may be available to government agencies under applicable law.

14.0 CONFIDENTIALITY OF CUSTOMER RECORDS

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

- a) the Customer;
- b) a person who, in our reasonable judgment, is seeking the information as an agent of the Customer;
- c) another telephone company, provided the information is required for the efficient and cost effective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose;
- d) a company involved in supplying the Customer with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose;
- e) an agent we retain in the collection of the Customer's account or to evaluate the customer's creditworthiness, provided the information is required for, and is to be used only for, that purpose;
- f) a public authority or agent of a public authority, if in the reasonable judgment of EastLink, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information; or
- 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.

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

- (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;
- (v) Oral consent, where an audio recording of the consent is retained by the carrier; or
- (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.

14.3 You may request, in writing, access to any personal information that EastLink holds with respect to you. We will provide the information requested if you have given the Company sufficient details of the information sought to allow us to comply with the request; and if you agree to reimburse the Company for costs if we would incur unusual expense to provide the information.

15.0 EMERGENCY 9-1-1 SERVICE

15.1 EastLink is directly connected to the E-9-1-1 system in those provinces where it provides telephone service. When you dial 9-1-1 your call is automatically routed directly to the Public Service Answering Point. A standard government service fee for this service appears on your telephone bill.

16.0 SPECIAL NEEDS SERVICES

16.1 TDD (Message Relay) Service

EastLink provides Message Relay Service through a third party. This service is available for the hearing impaired and can be accessed by dialing 7-1-1. TDD users complete calls in the same way as they always have. Service is available 24 hours a day. TDD long distance calls are subject to usual long distance charges.

To talk to a TDD representative from 8:30 am–5:00 pm Monday to Friday call 1-800-276-3105.

17.0 LIMITATION OF EASTLINK LIABILITY

17.1 EastLink does not guarantee uninterrupted operation of the services or its equipment, facilities or network. EASTLINK'S LIABILITY FOR: (A) NEGLIGENCE, BREACH OF CONTRACT, TORT OR ANY OTHER CAUSE OF ACTION; (B) ANY LOSS, OMISSIONS, DELAYS, ERRORS, DEFECTS OR FAILURES IN EASTLINK'S SERVICES, EQUIPMENT, NETWORK OR FACILITIES; AND (C) ANY OTHER ACTION OR INACTION OF EASTLINK, IS LIMITED TO A REFUND, UPON REQUEST, OF CHARGES FOR THE AFFECTED SERVICES, PROPORTIONATE TO THE LENGTH OF TIME THE PROBLEM EXISTED, TO A MAXIMUM OF THREE (3) MONTHS' SERVICE FEES.

17.2 Notwithstanding the above section, EastLink is not liable for:

- a) any disruption or unavailability of EastLink's service, including, without limitation, any disruption or unavailability of emergency 9-1-1 service;
- b) any act or omission of any third party (including, without limitation, any other local telephone company, any connecting carrier or underlying carrier or other provider of connections, facilities, or service);
- c) the conduct, acts or omissions of Customers, or the operation or failure of Customers' equipment or facilities;
- d) any event beyond the reasonable control of EastLink, including, but not limited to: (i) acts of God; (ii) inclement weather, including lightning; (iii) labour disputes; (iv) riots or civil disputes; (v) war or armed conflict; or (vi) any law, governmental order, decision or regulation, or order of any court of competent jurisdiction;
- e) defamation or copyright infringement arising from material transmitted or received over EastLink's network, equipment or facilities;
- f) infringement of patents arising from combining or using Customer-provided facilities with EastLink's network, equipment or facilities;
- g) copyright or trademark infringement, passing off or acts of unfair competition arising from directory advertisements furnished by a Customer or a Customer's directory listing, provided such advertisements or the information contained in such listings were received in good faith in the ordinary course of business;
- h) any defacement of, or damage to, your premises as a result of: (i) the attachment of any instruments, apparatus or associated wiring or equipment, furnished by EastLink, on your premises, or (ii) the removal thereof, when such defacement or damage is not wholly caused by EastLink's negligence; or
- i) EastLink's failure, for any reason, to activate any service on the activation date requested.

17.3 UNDER NO CIRCUMSTANCES SHALL EASTLINK, ITS PARTNERS OR ASSOCIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SERVANTS OR AGENTS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS AND LOSS OF BUSINESS OPPORTUNITIES, THAT RESULT IN ANY WAY FROM THIS AGREEMENT, INCLUDING YOUR USE OF THE EQUIPMENT AND/OR SERVICE THEREOF, OR YOUR RELIANCE ON OR USE OF ANY INFORMATION, SERVICE, MERCHANDISE OR MATERIAL PROVIDED ON OR THROUGH USE OF THE SERVICES, OR THAT RESULT FROM FAILURE OF PERFORMANCE OF THE SERVICES.

17.4 There is no express or implied warranty or condition, whether of merchantability, fitness for a particular purpose, or otherwise, with respect to any services, product or equipment provided to you by EastLink.

18.0 CUSTOMERS' LIABILITY

18.1 You agree to hold harmless and indemnify EastLink against all claims (including fees and expenses of counsel) resulting from:

- (a) Your use (or the use by others) of your EastLink service and/or your codes, facilities or equipment, where such use causes damage or harm to another party or the property of another;
- (b) Any content or software displayed, distributed or otherwise disseminated by you using EastLink's service, network and facilities; or
- (c) Violation, alleged violation or misappropriation of any intellectual property right, or non-proprietary right, of a third party.

18.2 If EastLink's equipment or facilities are presently located at, or to be installed on, property or premises that are occupied by a Customer, but not owned by the Customer, the Customer warrants that the Customer has the consent of the owner to place such facilities or equipment on the property or premises and agrees to save harmless and indemnify EastLink against all actions, causes of action, claims, or demands arising or resulting from any lack of such consent.

18.3 Customers have absolutely no authority to use EastLink's trademarks, trade name, logos or designs, nor to act on behalf of EastLink.

19.0 CUSTOMER LIABILITY FOR CALLS

19.1 The customer is liable to EastLink for charges for all calls originating at the customer's telephone number, regardless of who may originate such calls, and for all calls received at the customer's telephone number, the charges for which are accepted by any person receiving such calls, regardless of who may accept such charges.

19.2 The customer is liable to EastLink for all collect calls accepted at the customer's phone number. Charges for collect calls will appear on the local telephone section of your EastLink bill and the rates charged will be set by the phone company used by the

person placing the call, and NOT by EastLink. EastLink simply passes through the charges billed by this phone company.

20.0 EASTLINK-INITIATED CHANGES IN TELEPHONE NUMBERS

20.1 Customers do not have any property rights in the telephone numbers assigned to them. EastLink may change a Customer's telephone number whenever it has reasonable grounds for doing so and has given reasonable advance notice to the Customer, stating the reason, anticipated date of change and the new number.

21.0 CONTACTING EASTLINK

To reach us by:

Web: www.eastlink.ca

Tel: 1-888-345-1111 or (902) 453-2800 (in the HRM)

To write to us on billing or account issues:

EastLink

Attn: Customer Care

P.O. Box 8660, Stn "A"

Halifax, Nova Scotia, B3K 5M3

Our goal is to satisfy our Customers and we welcome opportunities to improve our service.

If you are not satisfied after having dealt with us, you may write to the Canadian Radio-television and Telecommunications Commission (CRTC), an independent agency of the Government of Canada responsible for the regulation of activities of telecommunications companies under federal jurisdiction.

Their address is:

The Secretary General

Canadian Radio-television and Telecommunications Commission

Ottawa, Ontario, K1A 0N2

Or the CRTC Atlantic Regional Office

Metropolitan Place

99 Wyse Road, Suite 1410

Dartmouth, NS B3A 4S5

Tel: 902-426-7997

Fax: 902-426-2721

TDD: 902-426-6997

We would ask you to send a copy of your letter to us at the address above.

Or please contact CCTS;

CCTS is an agency independent of the telecommunications industry, whose mandate is to resolve complaints of individual and small business retail customers about their telecommunications services. If you have a complaint about your services, including local or long distance telephone service, wireless telephone service, or Internet service, you must first try to resolve it directly with your service provider. If you have done so and have been unable to reach a satisfactory resolution, CCTS may be able to help you, free of charge. To learn more about CCTS, you may visit its website at www.ccts-cprst.ca or call toll-free at 1-888-221-1687.