



TERMS OF SERVICE

The agreement between you (“**Customer**” or “**you**”) and Huron Telecommunications Cooperative Inc. (“**HuronTel**” or “**we**”) includes the following documents, as they may apply to you:

- a summary setting out critical information about what you are signing up for (“**Critical Information Summary**”);
- an agreement page so you can signify your agreement to our terms; and
- the actual terms of service spelling out your, and our, obligations (including the schedules attached) (“**Terms of Service**” and “**Schedules**”)

(together the “**Agreement**”).

You should review the entire Agreement. All of the parts are important and together create a legal contract that applies to you once you have accepted it. HuronTel relies upon your promise that you have reached the legal age of majority in your province or territory of residence and are authorized to enter into this Agreement. If you are a small business, then you and the individual user of the Services and the Device (defined below) are jointly responsible for all obligations in this Agreement, both individually and together. To help you to understand your rights and obligations under this Agreement, these Terms of Service are written in a question and answer format. At the end of these Terms of Service you'll find HuronTel's contact information.

- 1. What is covered by this Agreement?** This Agreement is for “**HuronTel Services**” or “**Services**” (as they will be called in this Agreement), whether prepaid (“**Prepaid**”) or postpaid (“**Postpaid**”), which include any wireless telecommunications services provided by or through HuronTel Mobility, including voice, text, data (including content) or other services, and account administration (for example, account changes and Customer support). This Agreement also applies to any wireless device (“**Device**”) to be used with the Services. Only HuronTel issued subscriber identity module cards (“**SIM Cards**”), which are required to connect your Device to HuronTel networks, can be activated on HuronTel networks.
- 2. How do I accept this Agreement?** You **(a)** sign the signature page of this Agreement; **(b)** click “I Agree” or perform any other form of electronic acceptance; **(c)** agree verbally to enter into this Agreement; or **(d)** activate or use the HuronTel Services.

Your Marketing Communication Preferences

- 3. How does HuronTel market products and services to me?** HuronTel contacts you in many ways, including electronically and over your Device. You can choose how you wish to receive marketing communications from HuronTel as set out below.

(a) Electronic Communications: Unless you decline or withdraw your consent at a later date, you agree that HuronTel and their affiliates may:

- (i)** send you communications by any means, including electronically, which include commercial information we think may be of interest to you about HuronTel's products and services and the products and services of our third party marketing partners;
- (ii)** use certain information about your account and network usage, in a way that does not personally identify you, to prepare reports for our own and others use; and
- (iii)** use certain information about your account (such as Device or equipment type, postal code and language preferences) and network usage to make some of the communications you receive, and the ads you see on the Devices and equipment used to access our networks, about HuronTel's products and services and the products and services of our third party marketing partners more relevant to you. The information collected may include: for mobile, Internet and/or home phone services, information such as web pages visited, apps used, geographic location and calling patterns, and for TV services, information such as programs viewed.

Availability of Your Service and 9-1-1 Limitations

- 4. Where are the Services available?** Visit HuronTel.ca/coverage for our latest service coverage areas and maps. Note that HuronTel and our roaming partners may, without notice, change networks or geographical coverage areas (both in and out of Canada) and remember that HuronTel isn't liable for any loss you or anyone else may suffer as a result of any disruptions or outages to the Services, or as a result of any changes to the networks or geographical coverage areas (both in and out of Canada).
- 5. What speed can I expect from the Services?** As fast as our technology and ability allow. HuronTel doesn't guarantee the Services will achieve peak speeds (even if you pay extra to get higher peak speeds). HuronTel may deliver your Services from its different networks (including mobile networks and WiFi networks) in order to facilitate optimal network performance. If you violate HuronTel's

Responsible Use of HuronTel Services policy (“**Responsible Use Policy**”) in Schedule B, then HuronTel may reduce your speed for network management purposes. If you’d like, you can review the Responsible Use Policy for greater detail.

6. **Is 9-1-1 always available?** No. HuronTel provides 9-1-1 emergency call routing Service (“**9-1-1 Service**”), which may not always work for a variety of reasons. Also, 9-1-1 Service does not work with all Devices: data-only Devices like tablets, modems and turbo sticks/hubs can’t be used to call or access 9-1-1. While HuronTel provides emergency call routing when the 9-1-1 Service is available and the Device is capable, it is your local government that provides the 9-1-1 emergency response services. If you live in an area where 9-1-1 emergency response services are not available, then your call may not be routed to a live operator. Contact your local government for additional information. For an explanation about enhanced mobile emergency call routing such as e-9-1-1 Service and information about where e-9-1-1 Service might be available, please visit HuronTel.ca/e911. HuronTel is not responsible for any inability to access 9-1-1 Service, to the extent permitted by applicable law.

Your Services

7. **What is the length of my commitment?** Month-to-month (“**Month-to-Month Term**”), unless you and HuronTel agree to a different commitment period (“**Commitment Period**”). If you agreed to a Commitment Period of **12** months or longer, HuronTel will notify you **90** calendar days prior to the expiry of your Commitment Period. To ensure continuity after your end date, this Agreement will continue to apply and HuronTel will continue to provide you with HuronTel Services on an ongoing Month-to-Month Term, unless you cancel your Agreement as provided in **Section 53** or the Rate Plan (defined below) you subscribe to is no longer available.
8. **What is the difference between a Rate Plan, an Add-on and Pay-Per-Use Services?** HuronTel provides you with a variety of subscription options when ordering HuronTel Services. You can subscribe to a pre-defined bundle of Services (your “**Rate Plan**”), add features (not within the bundle) that interest you (an “**Add-on**”), and have the additional option of using and paying for certain Services as-needed (“**Pay-Per-Use**”). The amount you must pay for any use of the Services (your “**Charges**”) will vary depending on the combination of Services you select. Any usage over and above that which is included in your Rate Plan or Add-on is additional usage (“**Additional Usage**”) and will be charged in accordance with **Section 9**. Remember that you are responsible for choosing the combination of Services that is most appropriate to your needs.
9. **What happens if I exceed the usage limits of my Rate Plan or Add-on?** You will pay extra for that. Additional Usage will be charged to you at the Pay-Per-Use rate, unless your Rate Plan or selected Add-ons specify a different rate, which may change over time in accordance with **Section 51**.
10. **Will I have to pay any fees in addition to the Charges described above?** There may indeed be cases where additional fees (“**Fees**”) apply, for example, if a Customer service representative completes a transaction on your behalf. Fees are usually charged separately from your Rate Plan and may change from time to time in accordance with **Section 51**.
11. **How does HuronTel help me to manage my account and Charges?** You can review your account and your voice, text and data by downloading the Bell Self serve App to your Device. You can update account information, add Add-ons to your account, view your Rate Plan details, and monitor and manage your monthly activity to ensure your usage remains within your Rate Plan or Add-on limits through your self serve profile.
12. **How does HuronTel calculate my usage Charges?** It depends on the Service being used.
- (a) **Voice:** Both local and long distance calls are rounded up to the nearest minute, unless otherwise stated. Time begins when you initiate a call (for example, by pressing “Send”) or, for calls you receive, from the moment the call request connects to HuronTel’s network (which may be before the Device rings) until the time the activity is disconnected (for example, by pressing “End”). If you call a phone number outside of your local coverage area or if you receive a phone call when outside your local coverage area you may be charged for long distance Services. Airtime and long distance Charges also apply to call forwarding.
- (b) **Text:** HuronTel counts your incoming and outgoing text messages. Long text messages may be broken up into smaller segments, in which case you will be charged per segment. There may be circumstances where your Device is inactive and incoming text messages are received by HuronTel’s networks but cannot be delivered to your Device. Applicable text Charges continue to apply and you will be billed for those text messages even if you do not immediately receive them. Interactive text messages (also known as premium short code messages) are billed outside of normal text message Charges and additional Fees apply. Premium short code messages can be stopped by replying to a message with the word STOP.
- (c) **Data:** Data usage is rounded up to the nearest kilobyte, unless otherwise stated (for example, Mobile TV). Applicable data Charges apply from the moment a data transmission starts and are measured by the data sent and received by HuronTel’s networks in connection with such transmission, whether or not the data request is successfully completed. This means that usage details that you see on your account may be greater than the data actually received by your Device in connection with the Services. Certain Rate Plans or Add-ons that include data may apply to on-Device transmissions only – so if you use your Device as a modem or tether, then you may be charged Pay-Per-Use Charges for data Services. HuronTel or its agent will notify you (or other subscribers on your account) at or before you (or they) reach Additional Usage Charges for data of \$50.00 per subscriber on your account, per billing cycle. If you (or they) wish to continue to incur Additional Usage Charges after this notice, then you (or they) will be given the opportunity to expressly consent to continued Additional Usage Charges. If you (or they) do not expressly consent to such Additional Usage Charges, then your (or their) ability to access data Services will be suspended. You will also receive notice if your access to data Services is restricted or suspended due to a credit limit or past due amounts.

(d) Roaming: You're "roaming" whenever your Device has to use another wireless service provider's network to send or receive voice, text or data transmissions. Roaming can occur in Canada or internationally. Depending on your Rate Plan, international roaming rates may be significantly higher. Your Device will not be able to roam internationally unless you ask HuronTel to enable this function and HuronTel agrees to do so. Certain Rate Plans do not include international roaming and some Devices are unable to roam internationally. If you enable this function and enter an international roaming area, you will be advised that you are roaming internationally and be provided with details on your roaming rate Charges. For current roaming rate Charges, please contact HuronTel at (519) 395-3800. HuronTel or its agent will notify you (or subscribers on your account) once you (or they) reach Additional Usage Charges for international data roaming of \$100 per subscriber on your account per billing cycle. If you (or they) continue to incur Additional Usage Charges after this notice, then you (or they) will be given the opportunity to expressly consent to continued Additional Usage Charges. If you (they) do not expressly consent to such Additional Usage Charges, then your (or their) ability to send or receive data transmissions while roaming will be suspended. You will also receive notice if your data roaming is restricted or suspended due to a credit limit or past due amounts.

Rounding practices for U.S. and international voice and data roaming may vary depending on how the wireless service provider permitting you to access their network calculates usage.

13. Can I change my Rate Plan after I agree to a Commitment Period? HuronTel may restrict Rate Plan changes, or require that you pay a Cancellation Fee (as described in **Section 54**).

14. What if I move during my Commitment Period? Certain Rate Plans are only available in certain locations. If you move to a different location than the one indicated on your account and wish to continue your HuronTel Services, you may need to change your Rate Plan (see **Section 13**) and/or your mobile number.

15. Can I share my Rate Plan with family and friends? Certain Rate Plans can be shared (check the Rate Plan details), but there are some things you should consider. If you share a plan with others ("**Share Plan**"), your Services are pooled and made available on a first-come, first-served basis each monthly billing cycle among the subscribers on the account. In other words, you might not receive the full allowance of Services in your Rate Plan in any monthly billing cycle if the included allowance is used up by other subscribers first. Some Services in a Share Plan can't be shared, and some Services cannot be blocked from other subscribers. A Share Plan requires at least two Devices on two separate plans designated as sharable.

16. Does my Rate Plan include a system access fee and/or \$0.75 9-1-1 Service Fee? System access fees ("**SAF**") and 9-1-1 Service Fees apply only to certain Rate Plans and are charged as part of the consideration for HuronTel providing Services to you. Unlike the Government 9-1-1 Fees described in **Section 42**, they are not required by nor collected for any government. If you wish (and subject to **Section 13**), you may select one of HuronTel's current Rate Plans that do not charge SAF or 9-1-1 Service Fees.

17. Do I own the mobile number that HuronTel assigns me? No. You do not own or acquire any right in any assigned mobile number or identifier for HuronTel Services (e.g. IP address, email address, web space URL, host name, Internet fax). HuronTel may, at any time and without liability, change or withdraw any number or identifier assigned to you. Your mobile number may be automatically transmitted to the person you call, other carriers or to us. You can block this display either permanently or on a per-call basis at any time. Call (519) 395-3800 for assistance.

18. Can I keep my mobile number?

(a) Transfers to HuronTel. HuronTel will ask your existing service provider to "transfer-in" or "port-in" your existing mobile number if you: confirm that you have the right to make the request; **(ii)** authorize HuronTel to share with your existing service provider your information relevant to the transfer request (which may include personal information); and **(iii)** complete and sign any required request form. You are responsible for payment of fees and taxes owed to your existing service provider.

(b) Transfers from HuronTel. If you or your new service provider ask us to, and your assigned account and mobile number are active, HuronTel will process a "transfer-out" or "port-out" request for your mobile number to your new service provider. You are responsible for all Charges, Fees and taxes associated with the transfer from HuronTel, including any applicable Cancellation Fee and unpaid account balances. Please refer to **Section 53** to understand how to end your Agreement.

HuronTel is not responsible for any interruption, disruption or disconnection of any services associated with the mobile number which is the subject of a transfer request. A "transfer" of a mobile number does not include the transfer of any associated services (including voicemails), or devices.

19. Who is responsible for protecting my account and Device? You are responsible for the protection of your account(s) and password(s) and for all use of your account, the HuronTel Services and your Device by yourself and any other users (authorized or not). You are responsible to back up and safeguard your data, including your text, email and voicemail messages. HuronTel may also require that you take proactive measures to protect your Device (such as, for example, updating software). HuronTel may delete your data and reset your Device to factory settings in certain circumstances.

20. How does HuronTel help to ensure responsible use of HuronTel Services? HuronTel works hard to ensure the continuous, efficient operation of the HuronTel Services and enforces the rules contained in the Responsible Use Policy, with which you must comply. HuronTel may, but is not required to, monitor (electronically or otherwise) or investigate your use of HuronTel Services and networks, including Device location, network consumption, use of Programming (as defined in **Section 23**) or your content. HuronTel may disclose any information necessary to satisfy any law, regulation, governmental or other lawful request from any applicable jurisdiction or as necessary to operate and optimize HuronTel Services and to protect itself or others and ensure Services are not being used contrary to the Responsible Use Policy.

Content

- 21. Am I responsible for content that I provide in connection with HuronTel Services?** Yes. It is your responsibility to ensure that you have the rights to any content you post, upload, store, transmit or communicate to others using the HuronTel Services, including data, documents, videos, music, photos etc.. HuronTel is not liable for the unauthorized use or distribution of this content (including third-party content).
- 22. Can HuronTel use my content?** Only as required to provide the HuronTel Services. In providing the Services, HuronTel may need to use, copy, adapt, transmit, display, publish and perform, distribute and create compilations and derivative works from your content. By agreeing to receive the Services, you agree to waive your moral rights and you authorize HuronTel to perform these activities in relation to your content anywhere in the world. You acknowledge that HuronTel may store your content so you can access it, but that if you fail to access such content within a certain period of time (as determined by HuronTel), or if the applicable Service is modified or terminated, HuronTel may delete it without notice to you.
- 23. What content does HuronTel provide?** HuronTel provides content as part of certain HuronTel Services, including programming packages and subscriptions, pay-per-view, on-demand and interactive services, applications, a la carte programming and any other related Services that HuronTel provides to you ("**Programming**").
- 24. Is the Programming I subscribe to always available?** No. All Programming is provided on a "subject to availability" basis and is subject to change. HuronTel will not refund charges or credit you for any blackout period or temporary interruptions.
- 25. Can I redistribute the Programming I subscribe to?** No. Programming may not be redistributed, rebroadcast, transmitted or performed in any form, and no admission may be charged or any other consideration received by or for your benefit from any third party in return for allowing such third party to listen to or view any Programming provided by or through HuronTel.

Your Device

- 26. What happens if I want to upgrade my Device?** Please call us at (519) 395-3800 or visit one of our offices. You will be required to enter into a new Agreement with HuronTel at the time of the Device upgrade. Early upgrade Fees may apply. Discounted Device upgrade offers are made available in HuronTel's sole discretion, and may be withdrawn at any time.
- 27. What happens to my content if I upgrade, trade in or replace my Device?** If you plan to stop using your Device, it is your responsibility to delete any personal information and content it contains. To do so, you must reset the Device to factory settings. If you upgrade or replace your Device, HuronTel may not be able to transfer your content. If your content is important to you, then ask whether the content can be transferred.
- 28. How does HuronTel install required updates on my Device?** HuronTel may update the software, features and settings on your Device and/or SIM Card wirelessly as necessary, without notice, and you agree that these updates may be required in order to continue receiving the Services.
- 29. Can I unlock my Device and is there a Fee?** If your Device was provided at a discount as part of this Agreement and your account is in good standing and your Device is eligible, you can unlock your Device after a minimum of **90** calendar days, if you pay an unlocking Fee (plus applicable taxes) of \$50.00, or \$150.00 if your account carries a security deposit or is subject to a credit limit. If your Device was purchased from HuronTel at full retail price or you brought your own Device (originally purchased from HuronTel), your Device can be unlocked upon request and payment of an unlocking Fee of \$50.00, plus applicable taxes. If your account is in past due, your Device will not be unlocked until your account balance is paid in full using a credit card. Visit HuronTel.ca/onetimefees for details.
- 30. What is HuronTel's return policy?** If you purchase a Device from HuronTel which does not meet your needs, you may return your Device (up to **2** Devices per subscriber) if the Device: **(a)** is returned within **15** calendar days of the start date; **(b)** is in "near new" condition with the original packaging, manuals and accessories; and **(c)** has not exceeded **30** minutes of voice usage in the case of phones, smartphones and turbo hubs; or **50** MB of data usage in the case of data-only Devices (such as tablets, turbo sticks, mobile hotspots, turbo hubs). You may be subject to a Device restocking Fee, plus applicable taxes. SIM Cards are not returnable once the packaging has been opened or the SIM Card is activated. If you are a person with a disability, your Device may be returned in "near new" condition with the original packaging, manuals and accessories within **30** calendar days of the start date and double the corresponding permitted usage set out above.
- 31. What happens if my Device is lost or stolen?** As soon as you let us know that your Device has been lost or stolen, we can suspend your Service. If you report your Device as lost or stolen, and HuronTel has not been notified of its return within a specified time period, then the Device may be permanently disabled. Remember that this Agreement continues to apply even after you have reported your Device lost or stolen. What happens with your Charges or account balance depends on whether your Services with HuronTel are on a Postpaid or Prepaid Rate Plan, as set out below:
- (a) Postpaid:** You must pay **(i)** all Charges and Fees, plus applicable taxes, incurred up until such time as we receive your notice that the Device was lost or stolen; and **(ii)** either your minimum monthly Rate Plan Charge (if you continue this Agreement) ("**Minimum Monthly Charge**") or the applicable Cancellation Fee (if you cancel this Agreement).

(b) **Prepaid:** In order to ensure that your future Prepaid funds are not compromised, we will suspend your recurring Charges and any automatic “Top Up” program that you participate in (as further described in **Section 35**) once you notify us that your Device was lost or stolen. However, the Active Period (as further described in **Section 36**) applicable to your existing Prepaid funds continues to run when the Device is lost or stolen. Accordingly, you must continue to manually Top Up your Prepaid account within **7** calendar days of the end of the active period applicable to the Prepaid funds in your account to maintain your existing Prepaid account balance.

32. What happens if my Device doesn't work? Check your Device manual for troubleshooting tips that might help you solve the problem. See **Section 48** if your Device is covered by a manufacturer's warranty and needs to be repaired. If you give your Device to HuronTel for repair, you are responsible for backing up any personal information and content contained on the Device which you want to preserve and then deleting it (by resetting your Device to factory settings) prior to giving your Device to HuronTel. Call us at (519) 395-3800 for more information.

33. Will I receive a loaner Device while my Device is being repaired? If the Device was purchased as part of this Agreement and either the Device is within the manufacturer's warranty period or you subscribe to HuronTel's Smart/Phone Care Plan, you will be provided with a loaner device (along with related accessories) (“**Loaner Device**”) for free, if we have one available. If HuronTel is unable to provide you with a Loaner Device and you would otherwise have to pay a Cancellation Fee to avoid paying for Services during this time, then your Services will be suspended and you will not be charged for your Services while your Device is being repaired. If your Device is being repaired by HuronTel and it is not covered by the manufacturer's warranty or HuronTel's Smart/Phone Care Plan, then you may be charged a Fee plus applicable taxes for the Loaner Device.

34. What do I do with my Loaner Device once my Device is repaired? Simply return it to the retail store location specified by HuronTel within **5** business days of receiving your repaired Device, unless instructed otherwise by HuronTel. Please remember that you must delete any personal information and content the Device contains (by resetting it to factory settings) prior to returning the Device to HuronTel.

Billing and Payment

35. How does HuronTel bill me for HuronTel Services? Your billing arrangement depends on whether we are providing you with Prepaid or Postpaid Services. You must pay all Charges, plus applicable Fees and taxes.

(a) **Postpaid:** If we are providing you with Postpaid Services, you will be billed monthly in advance. Your account will be assigned a billing date (“**Billing Date**”). On your first bill there will be Charges for any Services which were provided between your start date and Billing Date, so the total monthly Charges on your first bill may be different from the amount shown on your Critical Information Summary. Your bill will include Charges for your Rate Plan, your Add-ons and your Pay-Per-Use Services, Additional Usage Charges and any additional Fees, plus applicable taxes. Your bill is payable on receipt. Make sure you pay on time because all amounts owing which are not paid by you or received by HuronTel by your next Billing Date are overdue and you will be charged and must pay interest at the rate of not more than **3%** per month (**42.586%** per year) (“**Late Payment Charges**”) on all overdue amounts calculated and compounded monthly from the Billing Date.

(b) **Prepaid:** If we are providing you with Prepaid Services, you will not receive a monthly bill. You must maintain a positive balance of funds in your Prepaid account in order to use the Services. To add funds to your account, you must “**Top Up**”. Taxes are extra. Prepaid funds are valid for a specified number of days starting from the time on the day they are added to your account (“**Active Period**”). Unused funds will expire at the end of the Active Period. Expired Prepaid funds will be restored if you Top Up your account within **7** calendar days of their expiry. If you Top Up your account before your existing Prepaid funds expire (or are used up), then your Top Up will be added to your existing Prepaid funds and the Active Period for the Top Up will apply to the combined amount of Prepaid funds. Prepaid funds are non-refundable. Any Prepaid funds which are added to your account on a promotional basis will expire at the end of the Active Period and are not restored by Top Up. Any included but unused minutes, text messages or data in Prepaid Rate Plans or Add-ons will not carry over beyond the applicable Rate Plan or Add-on period. If you use an automatic Top Up program to add funds to your Prepaid account, the funds may take up to **48** hours to be deposited into your account. You cannot transfer any funds deposited into your Prepaid account to another account. Visit HuronTel.ca/prepaid for additional information.

36. How can I pay for HuronTel Services? It depends on whether we are providing you with Prepaid or Postpaid Services. HuronTel may also have specific payment method requirements.

(a) **Postpaid:** The bill is due the 20th day of each month. All accounts must be setup on pre-authorized payment from a bank account or a credit unless otherwise agreed upon by HuronTel. When you provide a credit card or bank account (or other pre-authorized payment method) to HuronTel for your monthly payments, you authorize HuronTel to charge your credit card or debit/charge your account for all outstanding Charges, additional Fees, applicable taxes and account balances due under this Agreement, including any applicable Late Payment Charges and Cancellation Fees (as defined in **Sections 35** and **54** respectively). You confirm that the credit card or bank account from which you have authorized payment is in your name, is valid and has not expired. HuronTel may charge your account a Fee plus applicable taxes if your payment is refused by your financial institution for insufficient funds to the extent permitted by law. This Fee is to offset costs incurred by HuronTel.

(b) **Prepaid:** You have a variety of options to Top Up your Prepaid funds. You can Top Up with your credit card by dialing #321 from your prepaid device. You can also visit any of our offices with assistance with prepaid Top Up's. Payment for Prepaid Top Up's must be received in full in the HuronTel office prior to the funds being added.

37. Will HuronTel ever require an immediate interim payment? Sure. If we notice usage inconsistent with your normal usage pattern, for example, HuronTel may require you to pay certain amounts owing on an immediate interim basis, and in advance of your next

Billing Date. If this happens, you must pay these amounts on or before the required payment date to avoid suspension or termination of your HuronTel Services. If your account is subject to a credit limit, you must ensure your usage Charges and Fees (both billed and unbilled) remain below your assigned credit limit to avoid suspension of your Services.

- 38. How do I correct a payment error?** To correct any payment made by you through electronic means (such as Internet or telephone banking or ATM machine), you must ask your financial institution to correct the error.
- 39. Is a consolidated bill available if I subscribe to HuronTel Home phone, Internet or TV as well as Mobility Services?** By entering into this Agreement, you agree to receiving one bill for the HuronTel Services unless otherwise requested prior to the activation.
- 40. What if I have a concern about a Charge or Fee?** You have to contact us within **90** days of either the Billing Date (for Postpaid Services) or the date the Charges and Fees were incurred (for Prepaid Services) otherwise we assume you accepted them. Any Charges or Fees you are questioning will not be considered past due unless HuronTel has conducted an investigation and concluded that the Charges or Fees are correct and there is no basis for the dispute, or reasonably believes you are using the dispute to evade or delay payment. All undisputed portions of the applicable Charges and Fees and applicable taxes must be paid by the required payment date. Any undisputed and unpaid amount will be considered past due and you will be charged, and must pay, the applicable Late Payment Charge. If you are entitled to a credit from HuronTel, you confirm that you have made no separate claim for a refund for the same amount from a financial institution. HuronTel will apply any credits due to you from HuronTel against future Charges and Fees payable.
- 41. How do discounts or promotions work?** HuronTel will apply any discounts, incentives or promotions to your account while: **(a)** HuronTel maintains these discounts, incentives, or promotions; and **(b)** you meet the applicable eligibility requirements. HuronTel may change any discounts, incentives or promotions and their eligibility requirements at any time. Discounts, incentives and promotions may take more than one billing cycle to be applied and appear on your bill and will not be applied retroactively.
- 42. Why does HuronTel charge a government 9-1-1 Fee?** HuronTel does not provide emergency services, but does provide a 9-1-1 Service to assist with emergency call routing (as described earlier). In addition to any 9-1-1 Service Fee HuronTel may charge you itself for providing emergency call routing, HuronTel is required to remit mandatory 9-1-1 Fees in accordance with applicable law to some provincial or territorial governments for their provision of emergency services ("**Government 9-1-1 Fees**"). You agree to pay any applicable mandatory Government 9-1-1 Fees. See **Section 6** for limitations that apply to HuronTel's emergency call routing 9-1-1 Service.
- 43. Does HuronTel require a security deposit?** HuronTel will review a range of factors which include your credit rating, the number of devices/users on your account and/or your payment history with HuronTel (if any) in determining whether a security deposit is required. When a Credit Card is provided for Security Purposes it will be pre-authorized for a minimum \$200.00 per device prior to the activation(s). When a Credit Card is not available, a minimum \$200.00 Security Deposit will be required per device prior to activation(s). Deposits will earn simple interest based on a rate of **1%** above the Bank of Canada's Target for the Overnight Rate in effect, calculated monthly on the last day of your monthly billing cycle, prorated for any partial month HuronTel holds the security deposit. When the HuronTel Services are cancelled or the conditions justifying the security deposit no longer apply (at the discretion of HuronTel), HuronTel will apply the security deposit and any earned interest against any outstanding amount owing, then refund you the balance of the deposit, if any, within 90 calendar days.
- 44. What if I owe money to another HuronTel?** If your account with HuronTel is in arrears, HuronTel will require the outstanding balance to be paid in full prior to your cellular activation. HuronTel may also refuse to provide you with any HuronTel Services.

Your Information

- 45. How can I be sure that HuronTel has accurate contact information for my account?** Remember you are responsible for keeping the contact and payment information you provide to HuronTel for yourself and any authorized users (including name, mailing address, email address, telephone number, credit card or bank account information) up to date. Call us at (519) 395-3800 to confirm that the information we have on file is correct. If you do not provide a forwarding address you may forfeit any outstanding credits or deposits on your account.
- 46. How does HuronTel protect my personal information?** Your privacy is important to HuronTel. HuronTel's commitment to privacy protection is found at the end of these Terms of Service for your convenient reference. HuronTel protects your personal information in a manner consistent with HuronTel's Privacy Policies and applicable laws.

Warranties and Limitation of Liability

- 47. Are there any warranties on the HuronTel Services?** To the extent permitted by applicable law, HuronTel makes no warranties, representations, claims, guarantees or conditions of any nature, express or implied, including fitness for a particular purpose, merchantability, title or non-infringement, with respect to any HuronTel Services and does not guarantee that communications are private or secure. HuronTel assumes no liability for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of any HuronTel Services, even where such unavailability occurs after activation of the HuronTel Services.
- 48. Are there any warranties on Devices that I purchase from HuronTel?** HuronTel is not the manufacturer of your Device. Your Device purchased from HuronTel is subject to the manufacturer's warranty, which is valid typically for one year from the purchase

date of your Device with your original receipt. Some Devices may have a longer warranty period. Please review the manufacturer's warranty provided with your Device or through the manufacturer's website to understand what protection it offers and the duration of the warranty. For repairs to an iPhone Device covered by the manufacturer's warranty, contact HuronTel at (519) 395-3800. For all other Devices covered by the manufacturer's warranty, bring your Device to one of the HuronTel offices. If your Device is not covered by a manufacturer's warranty, HuronTel may, but is not required to, arrange with the manufacturer on your behalf to repair an out-of-warranty Device and may charge you Fees plus applicable taxes for such repair Services, which you will be advised of before being charged. HuronTel disclaims any other representations, warranties, and conditions, express, implied or statutory, except to the extent that this disclaimer is expressly prohibited by any law that applies to HuronTel.

- 49. How does HuronTel limit its liability? To the extent permitted by applicable law, HuronTel's liability for negligence, breach of contract, tort or other causes of action, including fundamental breach, is limited to payment, upon request, for actual and direct damages of a maximum amount of the greater of \$20 or an amount equal to the Charges payable by you during any Service outage. Other than the above-mentioned payment and to the extent permitted by applicable law, HuronTel is not responsible to anyone for any damages, including direct, indirect, special, consequential, incidental, economic, exemplary or punitive damages. This limitation of liability does not apply to damages resulting from physical injuries, death or physical damage to your property wholly caused by HuronTel's gross negligence.**
- 50. Are there any circumstances when HuronTel has no liability at all?** In addition to the circumstances specifically described elsewhere in this Agreement where HuronTel has already stated it is not responsible for any claims, losses or damages, including **Section 49**, HuronTel will not be responsible for any claims related to the distribution of content by you or third parties. More generally, HuronTel will not be responsible for failing to meet obligations due to causes beyond its reasonable control, including work stoppage, labour disputes and strikes, pandemics, war, terrorism, civil insurrection, government decree, failure of the public power grid, unlawful acts, your failure to act in accordance with this Agreement, or the act or omission of a telecommunications carrier whose network is used in establishing connection to a point which HuronTel doesn't directly serve, acts of nature and all other *force majeure* events.

Changes to Your Agreement

- 51. Can HuronTel make changes to this Agreement or the HuronTel Services?** Yes. By giving you at least **30** calendar days' prior notice in writing, HuronTel may change: **(a)** your Prepaid Services and associated Charges; **(b)** HuronTel Services which are provided to you on a Month-to-Month Term (including Add-ons and Pay-Per-Use Services) and associated Charges; and **(c)** Fees. Such changes may include the modification or termination of a Service. HuronTel may only change other HuronTel Services and their associated Charges in accordance with applicable law. HuronTel may give you notice of a change by posting it on **HuronTel.ca**, by including it on your bill, by sending it to you by email or text message, or by any other reasonable method. Subject to HuronTel's right to make these changes, no other statements (written or verbal) will change this Agreement.
- 52. Can I make changes to these Terms of Service?** You may not make any changes to these Terms of Service. However, depending on the HuronTel Service you subscribe to and your Rate Plan details, you may be able to add or remove certain Services, subject to **Section 13**. You will need to check your Service details to see if additional Fees or Charges may apply.

Ending Your Agreement

- 53. How do I cancel my Services?** We'll be sorry to see you go, but if you need to, you may contact HuronTel to cancel some or all of your HuronTel Services. Cancellation is effective the date HuronTel receives your cancellation notice (or the date you request the cancellation to take effect) ("**Cancellation Date**") and you will be charged and must pay the applicable Charges, Fees and taxes up until the Cancellation Date. If you have a credit owed to you for under \$10 after your Postpaid account is closed, you must contact HuronTel to request that a cheque be mailed to you. Credits owed to you on your Postpaid account over \$10 will be sent to your preferred mailing address automatically. SIM Cards will be deactivated and may not be reactivated. If you have a Postpaid account, you must contact your financial institution to cancel any pre-authorized debit and credit card authorizations relating to your account. If you have a Prepaid account and use an automatic Top Up program to add funds to your account, please contact us to cancel the automatic Top Up.
- 54. Will I be charged a Cancellation Fee if I cancel my Services?** That depends. If you cancel a HuronTel Service that is subject to a Commitment Period prior to the end date, you must pay HuronTel a Cancellation Fee. The Cancellation Fee may be either: **(a)** the remaining balance outstanding on your Device discount (see your Critical Information Summary); or **(b)** if you do not have a remaining balance outstanding on your Device discount, the lesser of **\$50.00** or **10%** of the Minimum Monthly Charge for the number of months remaining in your Commitment Period (to a maximum of **24** months) (both called a "**Cancellation Fee**"), plus any applicable taxes. If you have no remaining balance outstanding on your Device discount and you are on a Month-to-Month Term (or you have a Prepaid account) you will not be charged a Cancellation Fee. The Cancellation Fee is not a penalty – it is an estimate of damages suffered by HuronTel as a result of your early termination of HuronTel Services and consideration for the HuronTel Services provided. The Device discount equals the difference between the Device retail price and the reduced amount actually paid for the Device as set out in your Critical Information Summary.
- 55. Can HuronTel disconnect my Services for non-payment?** HuronTel may disconnect any HuronTel Service or terminate this Agreement if: **(a)** you fail to pay an account that is past due, provided the amount owing exceeds **\$50.00** or has been past due for more than two months; **(b)** you fail to provide or maintain a reasonable security deposit or alternative as requested by HuronTel; or **(c)** you have previously agreed to a deferred payment plan with HuronTel and you fail to comply with its terms. If HuronTel is about to disconnect your Service, you will be provided with a minimum of **14** calendar days notice prior to disconnection, and that notice will let you know **(i)** the reason for the disconnection and amount owing; **(ii)** the scheduled disconnection date; **(iii)** information

on the availability of deferred payment plans; **(iv)** the amount of the reconnection charge (if applicable); and **(v)** contact information for a HuronTel representative who can speak with you about the disconnection. HuronTel will attempt to notify you at least **24** hours in advance of your scheduled disconnection unless repeated attempts to contact you have failed. Disconnection will always occur on weekdays between 8a.m. and 9p.m. or on weekends between 9 a.m. and 5 p.m. (unless the weekday or weekend day precedes a statutory holiday, in which case disconnection may not occur after noon). See **Section 40** if you dispute any Fees that are past due.

- 56. Are there other circumstances when HuronTel may suspend or disconnect my Services?** Yes. HuronTel can, without notice and for cause, suspend, cancel or refuse to provide HuronTel Services to you (including blocking numbers or area codes), or disable your Device. Cause includes: **(a)** HuronTel would have to incur unanticipated, unaccounted for, unusual or unreasonable expenses to provide any HuronTel Service (such as certain conference services or adult services or to high-cost areas); **(b)** HuronTel has a reasonable suspicion that fraudulent activity has occurred or is likely to occur; **(c)** If your Prepaid account remains at **\$0** for **120** calendar days (or other applicable period) (note: you will also lose your mobile number and other identifiers); **(d)** you fail to comply with any part of the Agreement, including the Responsible Use Policy; or **(e)** your use of HuronTel Services is not consistent with your ordinary usage patterns.
- 57. Will I be charged a Cancellation Fee if HuronTel disconnects my Services?** If HuronTel cancels your HuronTel Services for cause, a Cancellation Fee plus applicable taxes will be charged to your account.
- 58. Do I still have to pay HuronTel if my Services are suspended?** Unless you are told otherwise (for example, in circumstances set out in **Section 33**), you are responsible to pay for HuronTel Services even while they are suspended. If your HuronTel Services are suspended and the reason for suspension has not been resolved within **14** calendar days from the suspension date, HuronTel may cancel your HuronTel Services. If you wish to resume your subscription to any HuronTel Service, you must pay the applicable (re)connection Fee as set by HuronTel, plus applicable taxes. HuronTel is not responsible for notifying any third-party providers of services, merchandise or information of the termination of the HuronTel Services or this Agreement.
- 59. Does any part of this Agreement continue after termination of my Services?** Yes. The following sections will continue to survive: **Sections 35-45** (Billing and Payment), **Sections 45-47** (Your Information), **Sections 47-51** (Warranties and Limitation of Liability) and this **Section 59** will remain in effect even after the applicable HuronTel Service or Agreement has been cancelled.

General

- 60. What if parts of this Agreement become unenforceable?** If any part of this Agreement becomes unenforceable, the remaining parts will continue to apply to you and HuronTel. Remember that even if HuronTel decides not to enforce any part of this Agreement for any period of time, that part still remains valid and HuronTel can enforce it in the future.
- 61. What laws apply to this Agreement?** HuronTel is federally regulated. This Agreement is governed by the federal laws and regulations of Canada, including the Canadian Radio-television and Telecommunications Commission's *Wireless Code of Conduct* which sets out the basic rights of all wireless customers and can be found at crtc.gc.ca, along with additional helpful information.
- 62. What if I have a complaint that HuronTel hasn't been able to resolve?** If you have a complaint that HuronTel's Customer service department (contact information listed below) has been unable to resolve to your satisfaction, you can contact the Commissioner for Complaints for Telecommunications Services (CCTS): P.O. Box 81088 Ottawa, Ontario, K1P 1B1. Toll-free: 1-888-221-1687. TTY: 1-877-782-2384. Fax: 1-877-782-2924. Email: response@ccts-cprst.ca. CCTS website information is at: ccts-cprst.ca.
- 63. Can this Agreement be transferred?** HuronTel may transfer or assign all or part of this Agreement (including any rights in accounts receivable) at any time without prior notice or your consent. You may not transfer or assign this Agreement, your account or the HuronTel Service without HuronTel's prior written consent.
- 64. Is this Agreement available in alternative formats?** Yes. You can request alternative formats by contacting us at (519) 395-3800.

Contact Information

We're here to help. If you have any questions about your HuronTel Cellular Service we'd be happy to help. Contact us at customerservice@hurontel.on.ca, or call (519) 395-3800. A complete listing of our office hours and locations is available on our website at <http://www.hurontel.on.ca/contact.php>. Our mailing address is: PO Box 220, Ripley Ontario N0G 2R0.

Fair Use Policy

Are there any rules regarding my use of HuronTel Services, the HuronTel networks or my Device? Yes. HuronTel encourages all of its Customers to use the HuronTel Services responsibly. Abuse or misuse of HuronTel Services, the HuronTel networks, or Devices impacts all Customers and is something HuronTel takes very seriously – and which could result in the termination of your Agreement with HuronTel, or lead to criminal or civil charges. HuronTel may immediately suspend, restrict, change or cancel all or part of your Services and modify or deactivate your Device without notice or take other necessary protective measures if HuronTel has reasonable grounds to believe there is a breach of any of these provisions. For example, you are prohibited from:

- (a) using, enabling, facilitating, or permitting the use of any HuronTel Service or your Device for an illegal purpose, criminal or civil offence, intellectual property infringement, harassment (including cyberbullying, cybercrime, disruptive, intimidating, annoying or offensive calls/transmissions), or in a manner that would breach any law, regulation or the policies of any Internet host;
- (b) installing, using or permitting the use of any HuronTel Services without reading and accepting (or in contravention of) the terms of any separate license agreement or terms of use for the use of software, content (including Programming) and/or documentation (as applicable) in connection with the HuronTel Services;
- (c) enabling, facilitating or permitting the transmission of unsolicited messages such as spamming or phishing. HuronTel may (i) filter any message determined by HuronTel to be spam from your in-box to an anti-spam folder and delete this message; and (ii) set a limit on the number of messages a Customer may send or receive through e-mail;
- (d) uploading or downloading, making available, transmitting, posting, publishing, disseminating, receiving, retrieving, storing, linking to or otherwise reproducing, offering, distributing, enabling or providing access to information, software, content, files or other material which: (i) is confidential or protected by copyright or other intellectual property rights without prior authorization of the rights holder(s); (ii) is defamatory, discriminatory, violent, obscene, child pornography or hate propaganda; (iii) constitutes invasion of privacy, impersonation, forging, appropriation of identity or unauthorized linking or framing; or (iv) is designed to assist users in defeating technological protection measures (like geoblocks), registration and any other anti-theft mechanisms or in the fraudulent use of telecommunications or broadcasting services;
- (e) using any HuronTel Service for the purpose of reselling, remarketing, transferring, sharing or receiving any charge or other benefit for the use of any HuronTel Service, or for continuous data transmission or broadcasts (including multi-media streaming, automatic data feeds, automated machine to machine connections or peer-to-peer file sharing, voice over Internet protocol or any other application that is not made available to you by HuronTel which uses excessive network capacity), or to provide a substitute or back-up for private lines or dedicated data connections such as DSL and/or to operate any server system. If you engage in any of these activities you will pay in full all charges billed to you at a rate which will be the greater of the in-market rate or \$30 per megabyte plus applicable taxes, regardless of the total amount due;
- (f) attempting to receive any HuronTel Service without paying the applicable Fees, modifying or disassembling your Device (including the alteration, copying, reproduction of or tampering with electronic serial numbers, IMEI or other identification, signaling or transmission functions or components of your Device), changing any identifier issued by HuronTel or a HuronTel company, attempting to bypass HuronTel's network, or rearranging, disconnecting, removing, repairing or otherwise interfering with HuronTel Services, HuronTel Equipment or HuronTel's facilities;
- (g) excessive use of HuronTel Services. HuronTel considers that data usage in excess of 25GB per billing cycle is disproportionate and excessive for network management purposes. Customers whose wireless usage exceeds this threshold may, in HuronTel's sole discretion, have their Services suspended, disconnected, changed or restricted, including having data speeds reduced to as low as 16 kbps;
- (h) adapting, reproducing, translating, modifying, decompiling, disassembling, reverse engineering or otherwise interfering with any software, applications or programs used in connection with HuronTel Services (whether owned by or used under licence to HuronTel) for any purpose including "testing" or research purposes; or modifying, altering, or defacing any of the trade-marks, or other intellectual property made available through HuronTel Services or using any indemnity or intellectual property except for the express purpose for which such intellectual property is made available to you through HuronTel Services;
- (i) posting or transmitting any content, data or software containing a virus, "cancelbot", "Trojan horse", "worm" or other harmful or disruptive component or committing any act which may compromise the security of your Internet host in any way (including analyzing or penetrating a host's security mechanisms); and
- (j) using harassing or abusive language or actions, whether verbal, written or otherwise, directed at HuronTel employees, suppliers, agents and representatives.

Privacy Policy

HuronTel has long been committed to maintaining the accuracy, confidentiality, security and privacy of your information, earning HuronTel a reputation as a leader in the protection of Customer privacy. To continue to earn your trust, we want to keep you up-to-date on your rights as our Customer and on how the HuronTel companies use and safeguard your personal information.

1. What is HuronTel's Privacy Policy and where can I find it?

You can get a copy of HuronTel's Privacy Policy online at: hurontel.on.ca/regulatory or by contacting the HuronTel Privacy Ombudsman's office at the address provided below.

2. Who and what does the HuronTel Privacy Policy apply to?

The HuronTel Privacy Policy applies to the HuronTel companies offering wireless, Internet, satellite and IP television, TV, local and long distance wireline services as well as radio, television and digital media services and our various retail locations.

Any time you do business with any of these companies, or with anyone acting as our agent, you are protected by the rights and safeguards contained in the HuronTel Privacy Policy.

The HuronTel Privacy Policy applies to your Personal Information. Personal information can include:

- Your name, address and phone number(s).
- Other information about the HuronTel product(s) that you subscribe to, such as calling features or HuronTel TV programming.
- Your service usage such as wireless call records, long distance usage or Internet surfing habits.
- Account information such as the status of your account or your method of payment.

3. How and why does HuronTel collect personal information?

We collect information during the application process, when communicating or transacting business with you, when you browse the Internet using your device, laptop, computer or TV, and when providing you with service. Occasionally we collect information about you from third parties, such as credit reporting agencies for credit checks.

We collect information to:

- Establish and maintain a responsible commercial relationship with you. For example, we may collect information to confirm your identity or to establish creditworthiness.
- Understand your needs and preferences to recommend relevant offers, products, services and bundled discounts on behalf of HuronTel and its affiliates and third-party marketing partners.
- Understand who the people are that use our products and services, how they use them, and how we can improve them.
- Manage and develop HuronTel's business and operations. For example, we monitor usage volumes in order to plan and provision our communications networks. We also track product sales to determine the success of features, promotions and pricing.
- Meet legal and regulatory requirements. For example, we may be required to collect information by a court order or to demonstrate compliance with a CRTC requirement.

Your personal information will not be used for any other purpose without your consent.

4. Questions or concerns about your privacy?

We'd be happy to discuss any questions or concerns you may have about your privacy. To reach us, please visit hurontel.on.ca/contact.

If you still have unresolved privacy concerns, you can write to the HuronTel at:

The Office of HuronTel

60 Queen St.

Ripley ON N0G 2R0

[Or by email at customerservice@hurontel.on.ca](mailto:customerservice@hurontel.on.ca)