

## ACCESS COMMUNICATIONS GENERAL TERMS OF SERVICE GENERAL

Access Communications Co-operative Limited ("Access Communications", "we" or "us") is a non-profit organization which provides local community programming, television, Internet access, telephone, home security and data and other communications services to residences and businesses in over 200 Saskatchewan communities. As a not-for-profit community-owned co-operative, 100% of our earnings are reinvested in the communities we serve.

The provision of Access Communications' services is subject to these Terms of Service. By using any of Access Communications' services, including television, Internet, telephone or home security and any other service related thereto, (collectively or individually, the "Service" or "Services"), you acknowledge that you have read and understand the Terms of Service and agree to comply with the terms and conditions set out in these Terms of Service, as they may be amended from time to time. The terms "you", "your" and "customer" when used in these Terms of Service apply to any person that uses a Service provided by Access Communications. The Customer shall be responsible for ensuring that the Services are used in accordance with this Agreement.

If the Customer does not agree with the Terms of Service of the Agreement, the Customer may exercise the right to terminate the Agreement according to the termination provision included herein and cease using the Services.

Access Communications may at any time and from time to time amend or modify these Terms of Service and/or any fees, features or other aspects of the services provided upon notice to you and without your consent. Notification may be provided using one or more of the following methods: (i) postcard or letter mailed to your billing or service address; (ii) bill message or insert; (iii) e-mail to one or more of your Access Communications e-mail accounts; (iv) recorded announcement; (v) posting on [www.myaccess.ca](http://www.myaccess.ca); (vi) call to your billed telephone number; or (vii) newspaper advertisement. If you do not agree to any such amendments or modifications of these Terms of Service and/or any fees, features or other aspects of the services, your sole and exclusive remedy is to immediately stop using the services and terminate your services. Your continued use of the services following such notice means you agree to such amendments and modifications. You can review the most current version of these Terms of Service at [www.myaccess.ca](http://www.myaccess.ca) or by requesting a copy from Customer Service, Access Communications Co-operative Ltd., 2250 Park Street, Regina, SK S4N 7K7.

In the event that these Terms of Service are inconsistent with any additional terms that may be included on any bill of sale or monthly bill that is issued to you by Access Communications or its agents, the terms and conditions contained herein will prevail.

We value every customer and will endeavor to provide service upon request. However, Access Communications may, in our sole discretion, accept or decline any application we receive for the provision of Services. In the event that Access Communications declines an application for a Service, we will provide a written explanation for that denial upon request.

Access Communications, the Access Communications' logo and certain product or service names are registered trade-marks or trade-marks of Access Communications Co-operative Limited. You agree not to copy, display or use in any manner any of Access Communications' trade-marks without Access Communications' express prior permission.

### Governing Law

These Terms and Conditions of Service are governed exclusively by the laws of Saskatchewan and Canada applicable therein.

### Entire Agreement

These Terms of Service, together with any completed and signed Agreements or Pre-Authorized Payment form, published rates for the services, invoice terms, and any guides or manuals that we may provide to you regarding your services, all as amended from time to time, constitute the entire agreement between you and Access Communications for the services and supersede all prior agreements, written or oral. If any portion of these Terms of Service is unenforceable, the remaining provisions continue in full force. Our failure to enforce strict performance of any provision of these Terms of Service does not mean we have waived any provision or right. Neither the course of conduct between us nor trade practice modifies any provision of these Terms of Service. These Terms of Service inure to the benefit of and are binding on you and your heirs and legal personal representatives.

## INVOICING, PAYMENT AND CREDIT POLICY

### Invoicing

Access Communications will invoice you for the Services once per month; on either the 1st or the 15th of the month. Regular monthly service fees are invoiced and payable in advance of receiving the Service, long distance and other usage charges are invoiced each month as close to the period of usage as possible and other non-recurring charges (for example, administrative fees and charges for unreturned equipment) are included on the invoice issued after the date the charge is incurred. The date payment is due, hereafter referred to as the "Due Date", and is specified on the invoice. For 1st of the month invoices, payments are due by the 25th day of the month, prior to the next billing. For the 15th of the month invoices, payments are due by the 10th day of the month, prior to the next billing.

Any billing questions, disputes or discrepancies regarding charges or payments on your invoice must be reported to Access Communications within 60 days of the invoice date. Failure to contact us within the time period will constitute acceptance of the invoice. If you dispute any charges, you must still pay all undisputed charges.

### Agreement to Pay

You agree to pay us the applicable installation, administrative and Service fees, as well as any rental fees and any other fees identified to you upon placing your order for the Services, together with all taxes. All charges shown on the customer's invoice are payable by the Due Date. Outstanding or unpaid charges are considered overdue if not paid by the Due Date. If your invoice is lost or not received, you are still responsible for making the required payment to us. We will begin collections proceedings immediately when your account becomes overdue.

You are responsible for any costs, including legal fees and expenses, collection agency fees or payments and Court costs incurred by Access Communications to collect any amounts owing under these Terms of Service.

You are responsible to ensure that the billing information you provide Access Communications is accurate. You agree to promptly notify us of any changes in your billing information.

### Payment Options

Your invoice can be paid by:

- Pre-authorized bank withdrawal or credit card payment;
- Internet or telephone banking;
- Mail to Access Communications 2250 Park Street, Regina, Saskatchewan, S4N 7K7;
- At most chartered banks, trust companies, or credit unions;
- At our offices (see list of our locations at the end of the terms) by cash, cheque, debit card, Visa or MasterCard; or
- At our 24 hour night deposit box at 2250 Park Street, Regina.

Mailed payments and payments made through third party institutions will be credited on the date the payment is received by Access Communications.

An administration fee will be levied if your pre-authorized bank withdrawal or credit card payment is denied or if your cheque is returned for non-sufficient funds.

### Overdue Accounts

Any balance unpaid after the Due Date may be subject to a late payment charge of 2% per month (26.82% per annum). This rate may be revised by Access Communications at any time upon 30 days notice. A fee will be charged if administration and/or account processing activities have occurred due to non-payment. Non-payment of overdue accounts may result in termination of the Services referred to thereon. If a service call is required to restore any Customer's Service which has been terminated for non-payment, an administration and/or reconnection fee will be charged.

### Credit Inquiries

You authorize us (and those acting on our behalf) to request and obtain your credit history information from others. You also authorize us (and those acting on our behalf) to disclose credit history information regarding you and your Access Communications account to others. Pending approval of your credit, we may require you to satisfy certain activation requirements, which may

include providing us with a security deposit and/or pre-authorizing monthly credit card payments.

### Limits

We may establish or change a credit limit on your account at any time. Service may be suspended or terminated at any time to any and all of your accounts if your balance, including unbilled usage and pending charges, fees and adjustments, exceeds this limit.

Access Communications reserves any and all rights, whenever we observe that the Services or related products (such as, and without limiting the generality of the foregoing, Pay-Per-View movies or events, Video on Demand movies or events, long distance usage or Internet data usage) consumed by the Customer exceeds a reasonable limit for such services, as determined by Access Communications in its sole judgment, to temporarily suspend or restrict the Customer's access to those services and/or any other services related thereto, without any notice or delay. The Customer will then have the obligation to contact Access Communications Customer Care Department, which may at that time require from the Customer, as applicable, a payment to cover the costs incurred by prior excessive consumption of those Services, enabling the Customer to have access again to such Services. For the purposes of this Agreement any usage that restricts or inhibits other users from using or enjoying the Services in an adequate manner, creates an unusually large burden on the Access Communications' network, generates levels of traffic impeding other users' ability to transmit or receive information, or that could eventually result in significant amounts to be paid by the Customer related to the use of such Services or related products shall be considered as exceeding a reasonable limit.

### Security Deposit

We may require a security deposit from you at any time. In twelve-month intervals, or whenever the customer requests, we will review the appropriateness of your security deposit and credit your security deposit to your account if all your accounts with us have been in good standing for at least 12 consecutive months. You will not earn interest on any security deposits held by us. If your services are terminated, we will apply the security deposit against any outstanding balance on your account(s) and refund any remaining balance to you.

## EQUIPMENT AND SOFTWARE

You agree that the equipment installed or provided by Access Communications shall remain the property of Access Communications, except for equipment purchased and paid for by you. The equipment is provided solely for your use of the Services and you may use the equipment only at the address you have indicated to us at the time you subscribe to the services. You will not relocate the equipment to another address without Access Communications' prior written consent. You may not mortgage, sell, lease, encumber or assign our equipment. You will take reasonable steps to protect our equipment. You will pay the full replacement costs of any lost, stolen, unreturned, damaged, defaced, mortgaged, sold, leased, encumbered or assigned equipment, together with any costs we incur in obtaining or attempting to obtain possession, to repair and/or to replace the equipment, plus applicable taxes. You hereby authorize Access Communications to charge your credit card account or your pre-authorized payment authorization, in payment for all Equipment charges.

Any software or documentation we provide to you remains our property. You will take reasonable steps to protect any software or documentation from theft, loss or damage. You must review and agree to the applicable end user license agreement before installing or using any such software or documentation. Unless otherwise provided in the applicable end user license agreement, all end user license agreements will terminate upon termination of your Services.

## IDENTIFIERS

Customers do not have any property rights in any identifier (e.g. Telephone numbers, access codes, PIN's, e-mail addresses, account numbers, Web page addresses or IP addresses) assigned to them. Access Communications may change such identifiers at its sole discretion. Access Communications may provide advance notice to you of such changes, in the event that we consider it necessary to provide such notice.

## ACCEPTABLE USE OF SERVICES

Your use of the Services must comply with these Terms of Service and all applicable laws and regulatory requirements. Without limitation, you may not, directly or indirectly:

- a. use the services or any of our equipment:
  - i) for any purpose 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;
  - ii) to make prank, harassing, threatening, annoying, abusive or offensive calls or other communications;
  - iii) to invade another person's privacy or collect or store personal data about other users of the services;
  - iv) to stalk or otherwise harass another;
  - v) to harm minors;
  - vi) to unlawfully use, transmit, disseminate or otherwise make available content that is unlawful, threatening, abusive, libelous, slanderous, defamatory or otherwise offensive;
  - vii) to unlawfully promote or incite hatred;
  - viii) to transmit, disseminate or otherwise make available objectionable information;
  - ix) to transmit, disseminate or otherwise make available information protected by copyright, or other proprietary or contractual right, or related derivative works, without obtaining prior permission of the copyright owner or rights holder;
- b. restrict, inhibit or interfere with the ability of any other person to use or enjoy the services, or create an unusually large burden on our network, including, without limitation, distributing mass or unsolicited communications, or otherwise generating levels of traffic sufficient to impede others' ability to use the services;
- c. abuse or fraudulently use the services;
- d. alter, modify or tamper with the services, our equipment, our facilities and/or our network;
- e. remove the equipment from your premises without our prior consent;
- f. disrupt our network; interfere with digital networking or telecommunications service to or from any services user or network; or otherwise restrict, inhibit, disrupt, or impede our ability to monitor or deliver the services; or
- g. assign, resell or transfer the services or equipment to any other person for any purpose or receive, directly or indirectly, any charge or benefit for the use of the Services, without express written permission from us.

## SERVICES INTERRUPTION; ACCESS COMMUNICATIONS' RIGHT OF ENTRY

Access Communications and/or its agents may interrupt and/or make inspection of the equipment and/or the services at any time for any duration of time, without notice or liability to you in order to install, inspect, repair, replace or to perform necessary maintenance on its equipment, its facilities and/or network, or if the Security System is causing signal disruption at the Monitoring Station or for other technical reasons as may be required.

Before entering the customer's premises, Access Communications 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. If the customer is not the owner of the premises it is the customer's responsibility to obtain and maintain access rights for the purpose of enabling Access Communications employees and/or agents to install, maintain and provide the services at such premises. Permission for entry is not required in cases of emergency or where entry is required pursuant to a court order.

All our employees and agents carry identification cards that clearly bear the name Access Communications, as well as the employee's or agent's picture and identification number. You should refuse entry of anyone claiming to be our representative who does not have such a card.

## LIMITATIONS ON SERVICES' AVAILABILITY

You acknowledge and understand that the Services may not function correctly, or at all, in the following circumstances:

- a. if the Equipment fails or is not configured correctly;
  - b. in the event of a network outage or power failure;
  - c. if you tamper with or move your Equipment to a location other than your service address; and/or
  - d. following suspension or termination of your Services account(s).
- Access Communications does not warrant uninterrupted use of the services.

## TERM

There is a minimum 31 day charge for any service you receive from Access Communications. Your subscription to the services shall continue indefinitely until terminated or cancelled by you or us pursuant to the provisions in these Terms of Service or other written service agreement between you and Access Communications, or in accordance with applicable law.

## CUSTOMER INITIATED TERMINATION OR CHANGE OF SERVICES

Access Communications is a competitive service provider. With high standards and a commitment to excellent service, we understand that our customers always have the right to terminate or change services with us.

The customer may at any time cancel this Agreement upon reasonable advanced notice. The customer shall remain liable for the payment of all outstanding balances accrued up to the date of termination and the purchase price for each piece of unreturned equipment. The charge will be reversed if the equipment is returned in re-usable condition.

If you have entered into a written service agreement for any Service with Access Communications, in the event that your Service is terminated prior to the end of the service agreement term, termination charges will apply as per the service agreement that you entered into with Access Communications.

## ACCESS COMMUNICATIONS INITIATED SUSPENSION OR TERMINATION OF SERVICES

Access Communications may restrict, block, suspend or terminate service when a customer due:

- Fails to pay an account that is past due, provided it exceeds \$50.00 or has been past due for longer than 2 months;
- Fails to provide or maintain a reasonable deposit when required to do so in accordance with Access Communications' policy outlined above;
- Fails to comply with the terms of a deferred payment agreement;
- Becomes bankrupt or insolvent;
- Repeatedly fails to provide us with reasonable entry and access at reasonable hours to install, inspect, repair and maintain, and remove its equipment, facilities and/or network, and to perform necessary maintenance in cases of network-affecting disruptions;
- Is in breach of any term or condition of these Terms of Service or of any additional Terms of Service applicable to the Services that you subscribe to;
- Re-arranges, re-locates, alters, abuses, disconnects, removes, repairs or otherwise interferes with equipment;
- Fails to provide payment when requested by us; or
- Fails to respond to attempted contact by us when the consumption of usage-based services, such as long distance, video on demand and pay per view, reveal unusual or abnormal use patterns or we have reason to suspect fraudulent use of services.

Access Communications will not suspend or terminate services when:

- A customer is prepared to enter into a reasonable deferred payment agreement; or
- There is a disputed amount that would cause suspension or termination, provided payment is made for undisputed outstanding amounts and we do not have reasonable grounds for believing that the purpose of the dispute is to evade or delay payment.

Prior to suspension or termination of service, Access Communications will provide reasonable advance notice, stating:

- The reason for the planned suspension or termination and the amount owing (if any);
- The scheduled suspension or termination date;
- That a reasonable deferred payment agreement can be entered into (where the reason for termination or suspension is non-payment);
- The reconnection charge;
- The telephone number of our representative with whom any dispute may be discussed; and
- That unresolved disputes may be referred to the Customer Care Manager.

In addition to the notice described above, we will, at least 24 hours prior to suspension or termination; advise the customer or a responsible person that suspension or termination is imminent, except where:

- Repeated efforts to advise have failed;
- Immediate action must be taken to protect Access Communications from network harm resulting from customer provided equipment or behaviour; or
- The suspension or termination occurs by virtue of a failure to provide payment when requested and we have reasonable grounds to believe that there is an attempt to defraud the company or an exceptional risk of loss exists.

Suspension or termination does not affect the customer's obligation to pay any amount owed to Access Communications. Services that have been suspended or terminated will be billed on a daily pro-rated basis up to and including the day of suspension or termination. We appreciate every customer and will restore services where the grounds for suspension or termination no longer exist. Reconnection charges will apply, if you are an Access Communications Telephone subscriber, we cannot guarantee the availability or resumption of any previous telephone numbers following a suspension or termination of Services. Where it becomes apparent that suspension or termination occurred in error, we will restore services as soon as possible, during business hours on the next working day at the latest, unless exceptional circumstances do not permit this, and no reconnection charges will apply.

## LIMITATION OF LIABILITY

- UNLESS OTHERWISE SPECIFICALLY PROVIDED IN THESE TERMS OF SERVICE, ACCESS COMMUNICATIONS WILL NOT BE LIABLE TO THE CUSTOMER OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES AND PERSONAL INJURIES (INCLUDING DEATH), RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, THE USE OF THE SERVICE BY THE CUSTOMER OR ANY OTHER USE OF THE EQUIPMENT OR SERVICE, OR OTHERWISE IN CONNECTION WITH THESE TERMS OF SERVICE, INCLUDING WITHOUT LIMITATION, ANY DAMAGE RESULTING FROM OR ARISING OUT OF THE CUSTOMER'S RELIANCE ON OR USE OF THE EQUIPMENT OR SERVICES, OR THE MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSION, OR ANY FAILURE OF PERFORMANCE OF THE EQUIPMENT OR SERVICE, OR ANY CLAIM THAT THE USE OF THE EQUIPMENT OR SERVICES BY THE CUSTOMER OR A THIRD PARTY INFRINGES THE COPYRIGHT, PATENT, TRADE-MARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY OR OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY.
- THE FOREGOING LIMITATION OF LIABILITY, AND ALL OTHER LIMITATIONS AND EXCLUSIONS OF LIABILITY IN THIS AGREEMENT APPLY TO THE ACTS, OMISSIONS, NEGLIGENCE AND GROSS NEGLIGENCE OF ACCESS COMMUNICATIONS, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES, AND APPLY IN RESPECT OF ANY CLAIMS, LOSSES, ACTIONS, DEMANDS, DAMAGES, SUITS OR PROCEEDINGS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADE SECRETS OR OTHER SUCH RIGHTS, BREACH OF A FUNDAMENTAL TERM, FUNDAMENTAL BREACH, STRICT LIABILITY OR OTHERWISE.
- THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES UNDER THESE TERMS OF SERVICE ARE AS EXPRESSLY SET OUT IN THESE TERMS OF SERVICE. IN NO EVENT SHALL ACCESS COMMUNICATIONS' LIABILITY UNDER THIS AGREEMENT EXCEED A REFUND, UPON WRITTEN REQUEST FROM CUSTOMER, OF CHARGES FOR THE AFFECTED SERVICE PROPORTIONATE TO THE LENGTH OF TIME A PROBLEM EXISTED WITH SUCH SERVICE.
- THE CUSTOMER HEREBY AGREES TO INDEMNIFY ACCESS COMMUNICATIONS, ITS SUPPLIERS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (FOR WHOM IN THIS REGARD ACCESS COMMUNICATIONS IS ACTING AS TRUSTEE AND AGENT) FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, ACTIONS, DEMANDS, DAMAGES, SUITS, PROCEEDINGS, COSTS, EXPENSES AND LIABILITIES, INCLUDING LEGAL FEES, WHICH MAY BE MADE AGAINST, SUFFERED OR INCURRED BY ANY OR ALL OF THEM ARISING OUT OF OR IN CONNECTION WITH ANY IMPROPER OR UNAUTHORIZED USE BY CUSTOMER OR THIRD PARTIES OF THE EQUIPMENT OR SERVICE, AND ANY OTHER BREACH BY THE CUSTOMER OF THIS AGREEMENT.

- NOTWITHSTANDING ANY OTHER PROVISION IN THESE TERMS, ACCESS COMMUNICATIONS SHALL NOT BE RESPONSIBLE FOR ANY INTERRUPTION OR UNAVAILABILITY OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY INTERRUPTION OR UNAVAILABILITY OF EMERGENCY 9-1-1 SERVICE, FOR OUTAGES RESULTING FROM TECHNICAL OR EQUIPMENT PROBLEMS OCCURRING OUTSIDE OF THE NETWORK, PLANNED OUTAGES INTENDED FOR MAINTENANCE OR REPAIR, OR ANY OUTAGES CAUSED BY CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OF GOD, POWER FAILURES, EXTREME WEATHER, RIOTS OR CIVIL WAR, ANY LAW GOVERNMENTAL ORDER, DECISION OR REGULATION, ANY ORDER OF A COURT OF COMPETENT JURISDICTION OR WORK STOPPAGES.
- THE PROVISIONS OF THE ABOVE CLAUSES SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT BETWEEN THE CUSTOMERS AND ACCESS COMMUNICATIONS.

## NO WARRANTY

ALL EQUIPMENT AND SERVICES ARE PROVIDED BY ACCESS COMMUNICATIONS "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND. ACCESS COMMUNICATIONS DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE USE OR OPERATION OF THE EQUIPMENT OR SERVICES. ACCESS DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO THE SUBSCRIBER WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. ALL REPRESENTATIONS, WARRANTIES, ENDORSEMENTS AND CONDITIONS OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE OR NON INFRINGEMENT AND ANY IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR PURPOSE AND MERCHANTABILITY QUALITY AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY EXCLUDED.

## DELAYS/FORCE MAJEURE

NEITHER ACCESS COMMUNICATIONS NOR THE CONTRACTORS ASSUME LIABILITY FOR INTERRUPTIONS OR DELAYS IN THE SERVICES PROVIDED HEREUNDER OR THE FAILURE TO PROVIDE SERVICES WHERE SUCH INTERRUPTION, DELAY OR FAILURE WAS DIRECTLY OR INDIRECTLY CAUSED BY STRIKE, RIOT, FLOOD, FIRE, ACTS OF GOD, ANY ACTS (OR FAILURE TO ACT) OF ANY GOVERNMENTAL AUTHORITY, SEVERE WEATHER CONDITIONS OR ANY OTHER CAUSES BEYOND THEIR RESPECTIVE CONTROL, WHETHER FORESEEABLE OR UNFORESEEABLE INCLUDING WITHOUT LIMITATION, THE INTERRUPTION OR BREAKDOWN OF ANY SYSTEMS, EQUIPMENT OR TELEPHONE SERVICES, WHETHER WITHIN YOUR PREMISES, AT THE MONITORING CENTER OR ON THE WIRES BETWEEN (I) YOUR PREMISES AND THE MONITORING CENTER OR (II) THE MONITORING CENTER AND ANY AUTHORITY. THE ALARM COMPANY AND ITS CONTRACTOR SHALL NOT BE REQUIRED TO SUPPLY MONITORING OR OTHER SERVICE TO YOU WHILE ANY OF THE ABOVE CONDITIONS EXIST AND SHALL NOT BE LIABLE TO YOU FOR LOSSES OF ANY KIND DURING SUCH PERIOD OF INTERRUPTION OR DELAY OF SERVICE, OR FAILURE TO PROVIDE SERVICE. ACCESS COMMUNICATIONS RETAINS THE RIGHT TO TERMINATE ALL AGREEMENTS WITHOUT NOTICE SHOULD ANY OF THE ABOVE EVENTS OCCUR.

## ARBITRATION

To the extent permitted by applicable law, unless we agree 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, arising out of or relating to the following items will be determined by final and binding arbitration to the exclusion of the courts: a Service Agreement; the Services or Equipment; oral or written statements, advertisements or promotions relating to a Service Agreement, the Services or Equipment; or the relationships that result from a Service Agreement. You agree to waive any right you may have to commence or participate in any class action against Access Communications related to any claim where such waiver is permitted. Where applicable, you also agree to opt out of any class proceedings against Access Communications. If Access Communications has a claim, Access Communications will give your notice to arbitrate at your billing address. If the claim relates to a matter that should be brought before the Canadian Radio-Television and Telecommunications Commission (CRTC) or other customer complaints body set up to address such matters, you agree that the CRTC or such body will resolve the claim.

## PRIVACY

Access Communications requires certain personal information from customers in order to conduct its business. Such personal information is gathered and stored so the company can effectively provide services to its customers, whether the company already offers those services or contemplates offering them in the future. In order to protect customer information, Access Communications has implemented policies and procedures which comply fully with the Personal Information Protection and Electronic Documents Act.

Personal information is information about a particular individual. This includes information about the products and services you use. The term includes, but is not limited to, the name, address, telephone number, gender, credit rating and other personal information of an individual.

Access Communications collects personal information only for the following purposes:

- To establish and maintain business dealings with you as a customer;
- To understand and be able to offer you as a customer competent and valuable levels of services;
- To manage and develop our operations, including personnel and employment matters;
- To meet legal and regulatory requirements.

Access will not use your personal information for any other purpose without your consent. We do not sell personal information to any other party and we require and expect any third party that does business with us to treat personal information with the same care that we demand of ourselves.

For more information about our privacy policy, please visit our website at [www.myaccess.ca](http://www.myaccess.ca).

## CONTACTING ACCESS COMMUNICATIONS

There are a number of ways a customer can reach us:

- Web access: [www.myaccess.ca](http://www.myaccess.ca)
- Telephone: 306-569-2225 (customer care) or 306-569-2220 (technical support)
- Toll-free at 1-866-363-2225
- E-Mail: [customer.care@myaccess.coop](mailto:customer.care@myaccess.coop)
- In person at 2250 Park Street, Regina; or  
1126 Sixth Street, Estevan; or 120 Tenth Avenue, Weyburn; or  
22 Sixth Avenue N., Yorkton; or 1192 99 Street, North Battleford; or  
712 Finlayson Street, La Ronge; or 620 Saskatchewan Avenue, Melfort; or  
645 Main Street, Humboldt.
- Mail Access Communications Co-operative Limited  
2250 Park Street  
Regina, SK S4N 7K7

## COMMISSION FOR COMPLAINTS FOR TELECOM-TELEVISION SERVICES (CCTS)

CCTS is an independent agency whose mandate is to resolve complaints of consumers about their telecom and TV services, and complaints of small business customers about their telecom services, free of charge. If you have a complaint about your telephone, internet or TV 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.

To learn more about CCTS, you may visit its website at [www.ccts-cprst.ca](http://www.ccts-cprst.ca) or call toll-free at 1-888-221-1687.