

## TCMH TERMS OF SERVICE

### 1. Introductory Information

#### **How do the TCMH Terms of Service apply to me?**

These Terms of Service (“Terms”) are to be read together with your Service Agreement to provide you with the additional important information you need to help you fully understand your telecommunication services.

These terms govern your use of:

- i. the TCMH services that you subscribe to in your Service Agreement or receive from or through TCMH, including phone, cable TV and/or wireless internet (“Services”); and
- ii. any device or equipment used to access the Services or used with the Services (“Equipment”).

Our Acceptable Use Policy lists examples of prohibited activities and unlawful or inappropriate content and gives us the right to remove content and/or suspend or terminate your Services if you violate the policy.

### 2. Service Terms

#### **What is TCMH providing for telephone, cable TV and internet?**

The telephone service is a land line for residential use.

The cable TV package is similar, but not identical, to the Rogers VIP package. Details of the over 300 channels are provided at the TCMH web site.

The internet service will allow 10 megabytes per second for downloading and uploading. Residents will be permitted unlimited usage, within normal residential parameters.

#### **What is the term of my Agreement?**

The term of your Agreement starts on the initial activation date of the service(s). The Agreement will last a minimum of three months and then become a Month-to-Month Service.

You may cancel your Service Agreement at any time by giving 30 days written notice to TCMH.

You may change your services at any time by giving written notice to TCMH.

#### **Can TCMH change my Services or my Agreement?**

TCMH will not change your Services or Agreement without providing 30 days written notice to you.

If you do not accept the change, your remedy will be to cancel the affected Services or Agreement by providing us with notice of cancellation. No notice would be required.

TCMH will not increase the charges for standard phone, cable TV and internet services prior to 31 March 2019.

It is acknowledged that TCMH purchases cable TV and internet services and equipment from Rogers and phone and long distance services from Bell. Charges for long distance, speciality cable TV channels and other non-standard services and equipment may increase in the event that Rogers or Bell increase their charges for these non-standard services.

#### **Can TCMH suspend or cancel my Services without notice?**

We may restrict, suspend, block, disconnect or cancel any or all of your Services, accounts or identifiers in any way, including 9-1-1 service, without notice or liability to you, if:

- i. you are in breach of the Agreement;
- ii. you exceed our reasonable usage limits;

- iii. we reasonably suspect or determine that any of your account, identifiers, Services or Equipment is the subject of fraudulent, unlawful or improper usage or usage that adversely affects our operations or the use of our services, facilities or networks by others; or
- iv. we need to install, maintain, inspect, test, repair, remove, replace, investigate, protect, modify, upgrade or improve the operation of the Services, the Equipment or our facilities or networks.

### 3. Account Charges and Billing Information

#### **How does TCMH bill me for Services?**

Service charges will start on the Activation Date and are billed in advance.

Your billing period runs on the calendar month. The charges for the first month of services will be pro-rated.

#### **How is long distance charged?**

Long distance charges are rounded up to the next full minute. A one minute minimum charge applies to every completed long distance call you make.

For phone services, calls are defined as local or long distance based on local calling areas, and your local calling area depends on your home phone number. If you dial a number that is long distance to your home phone number, then it is a long distance call.

When using Call Forwarding, long distance charges apply when the number to which you forward the call is outside your local calling area.

### 4. Your Use of the Services and Equipment

#### **Is my Equipment locked or restricted to the TCMH network or Services?**

Purchased and rental Equipment are to be used only with TCMH Services at the service address identified on your account. If you attempt to tamper with any Equipment, it may become permanently unusable and may violate the software licence agreement for that Equipment.

#### **Will TCMH ever need access to my property?**

You authorize us and our representatives to enter or have access to your premises as necessary at mutually agreed upon times to install, maintain, inspect, repair, remove, replace, investigate, protect, modify, upgrade or improve the operation of our services, the Equipment or our facilities or networks. If any of your Services or accounts have been cancelled, then you authorize us and our representatives to enter or have access to your premises to disconnect the Services and remove our Equipment, as applicable.

#### **Who is responsible for ensuring that my Equipment is up to date?**

Equipment and related software may have to meet certain minimum requirements and be maintained in certain ways and in certain locations in order to access the Services or for the proper operation of the Services (e.g., 9-1-1 services).

Those requirements may change from time to time and you are responsible for updating or maintaining your Equipment and software as necessary to meet those requirements. We may provide software updates for the Equipment for the continued operation of the Services or the Equipment.

Likewise, from time to time we may have to modify or remove previous software features in

order to introduce new features to ensure that the Equipment remains compatible with technological advancements. If your Equipment or software is not up to date, we may not be able to provide you with applicable customer support.

**What are my responsibilities relating to the Equipment?**

You are solely responsible for:

- i. maintaining the security and privacy of your property and your transmissions using the Services, the Equipment or our facilities or networks;
- ii. protecting against any breaches of security or privacy or other risks involved in installing, using, maintaining or changing the Services or the Equipment; and
- iii. ensuring that there are no unauthorized attachments to the Equipment or our cable (e.g., for television Equipment, only 1 television may be attached to any outlet).

Except for Equipment that you have fully paid for, all Equipment we install or provide to you remains our property.

For all Equipment we own, you must:

- i. take reasonable care of it;
- ii. not sell, lease, mortgage, transfer, assign or encumber it;
- iii. not re-locate it without our knowledge and permission; and
- iv. return it to us at your own expense upon cancellation of the Services to which the Equipment is related.

If our Equipment is lost, damaged, stolen, sold, leased, mortgaged, transferred, assigned, encumbered or not returned, you must immediately notify us. You agree to pay us the undiscounted retail value of that Equipment,

together with any costs we incur in seeking possession of it.

**Can I keep my current phone number?**

Yes, provided that you are not moving too far from your previous residence. The process is called “porting” your previous number to your new home. TCMH staff will assist residents with the porting procedure, but caution that it can take weeks to complete and is dependent on assistance from your previous telephone service provider.

**Can I have an unlisted home phone number?**

The TCMH standard policy is to provide local directories with the first initial, surname and phone number of a resident. You may request, in writing, that TCMH not disclose this information.

However, please note that directories or providers of operator services may obtain your phone numbers and address from a source other than us. In addition, your name, address and phone numbers will be accessible by 9-1-1 service providers even if you pay for an unlisted phone number.

**Are there any warranties on the Services and Equipment?**

The Services and Equipment that TCMH provide may be impacted by factors beyond TCMH’ reasonable control. For this reason, you acknowledge and understand that the Services or access to the Services, including 9-1-1, public alerts or special needs services, may not function correctly or at all in the following circumstances:

- i. if your Equipment fails, is not configured correctly or does not meet TCMH’ requirements;
- ii. if you install certain third party applications on your Equipment;

- iii. in the event of a network outage or extended power failure; or
- iv. if you tamper with or, in some cases, move the Equipment.

## ACCEPTABLE USE POLICY (AUP)

Except where otherwise indicated, “you” and “your” means you and every person who uses the Services through your account.

### Introduction

When using our services, the Equipment, our facilities or networks and any products, content, applications or services in conjunction with the Services or Equipment, you must comply with all applicable laws, and our policies, rules and limits including this AUP.

**IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND THIS AUP, AS AMENDED FROM TIME TO TIME, YOU SHOULD IMMEDIATELY STOP USING THE SERVICES AND NOTIFY TCMH THAT YOU ARE TERMINATING THE SERVICES.**

### Prohibited Activities

Without limitation, you may not use (or allow anyone else to use) our Services to:

- i. use, possess, post, upload, transmit, disseminate or otherwise make available content that is unlawful or violates the copyright or other intellectual property rights of others;
- ii. participate in any illegal soliciting or gaming schemes;
- iii. attempt to use the Services in such a manner so as to avoid incurring charges for usage;
- iv. participate in any fraudulent activities, including impersonating any person or entity or forging anyone else’s digital or manual signature. You assume all risks regarding the determination of whether material is in the public domain;
- v. access the Internet via the Services using Internet Protocol (IP) addresses other than the IP address(es) assigned to you by us;
- vi. invade another person’s privacy, collect or store personal data about other users, or stalk or harass another person or entity;
- vii. access any computer, software, data or any confidential, copyright-protected or patent-protected material of any other person, without the knowledge and consent of that person, or use any tools designed to facilitate access;
- viii. upload, post, publish, deface, modify, transmit, reproduce, distribute in any way or otherwise make available information, software or other material protected by copyright or other proprietary or contractual right (such as a non-disclosure agreement) or related derivative works, without obtaining permission of the copyright owner or right holder;
- ix. use, reproduce, distribute, sell, resell or otherwise exploit the Services or content we provide or which you obtain through the Services for any commercial purposes;
- x. copy, distribute, sub-license or otherwise make available any software or content we provide or make available to you or which you obtain through the Services, except as authorized by us;
- xi. alter, reproduce, or tamper with the Services or any function, component or identifier of your Equipment, such as the Electronic Serial Number (ESN) or the International Mobile Equipment Identity (IMEI) that is not meant to be altered, reproduced or tampered with;

- xii. restrict, inhibit or interfere with the ability of any person to access, use or enjoy the Internet, the Services or any Equipment used to connect to the Services, or create an unusually large burden on our networks, including, without limitation, posting, uploading, transmitting or otherwise making available information or software containing a virus, lock, key, bomb, worm, Trojan horse or other harmful, limiting, destructive or debilitating feature, distributing mass or unsolicited e-mail (“spam”) or other messages, or otherwise generating levels of traffic sufficient to impede others’ ability to send or retrieve information, or to use the Services in an abusive manner in connection with any unlimited packages, options or promotions;
- xiii. disrupt any backbone network nodes or network service, or otherwise restrict, inhibit, disrupt or impede our ability to monitor or deliver the Services, any transmissions or data;
- xiv. interfere with computer networking or telecommunications service to or from any Internet user, host, provider or network, including, without limitation, denying service attacks, overloading a service, improperly seizing or abusing operator privileges (“hacking”), or attempting to “crash” a host;
- xv. use the Services for anything other than your own personal purposes (such as reselling the Services, providing Internet access or any other feature of the Services to any third party) or share or transfer your Services without our express consent;
- xvi. operate a server in connection with the Services, including, without limitation, mail, news, file, gopher, telnet, chat, Web, or host configuration servers,

- multimedia streamers or multi-user interactive forums;
- xvii. impersonate any person or entity, including, without limitation, a TCMH official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- xviii. forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Services; or
- xix. port scan a person’s computer or wireless device without that person’s consent, or use any tools designed to facilitate these scans.

#### Unlawful or Inappropriate Content

TCMH reserves the right to move, remove or refuse to post any content, in whole or in part, that it, in its sole discretion, decide are unacceptable, undesirable or in violation of the Terms or this AUP. This includes, without limitation:

- i. obscene, profane, pornographic content;
- ii. defamatory, fraudulent or deceptive statements;
- iii. threatening, intimidating, abusive or harassing statements;
- iv. content that violates the privacy rights or intellectual property rights of others;
- v. content that unlawfully promotes or incites hatred;
- vi. content that is otherwise offensive or objectionable; or
- vii. any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any municipal, provincial, federal or international law, order or regulation.

For purposes of this AUP, “content” refers to all forms of communications including, without limitation, text, graphics (including photographs, illustrations, images, drawings, logos), executable programs, audiovisual recordings, and audio recordings. As set out above, you are responsible for any misuse of the Services, by you or by any other person with access to the Services through your Equipment

### Security

As set out above, you are responsible for any misuse of the Services, by you or by any other person with access to the Services through your Equipment or your account. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Services through any means, including, without limitation, wireless networking and wired networking.

The Services may not be used to breach the security of another user or to attempt to gain access to any other person’s equipment, software or data, without the knowledge and consent of such person. Additionally, the Services may not be used in any attempt to circumvent the user authentication or security of any host, network, or account, including, without limitation, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited.

You may not disrupt the Services. The Services also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator

privileges and attempts to “crash” a host. The transmission or dissemination of any information or software that contains a virus or other harmful feature is also prohibited.

You are solely responsible for the security of any device you choose to connect to the Services, including any data stored on that device. In particular, TCMH recommends against enabling file or printer sharing of any sort. TCMH recommends that any files or services you do choose to make available for remote access be protected with a strong password or as otherwise appropriate. You agree to treat as confidential all access codes, personal identification numbers and/or other passwords that we may provide to you for use with the Services.

### Unsolicited Communications

As set out above, the Services may not be used to send unsolicited, bulk or commercial messages or for any other unsolicited communications. This includes, without limitation, using automatic dialing and announcing devices to or otherwise make unsolicited voice or facsimile calls and bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages.

Such communications may only be directed to those who have explicitly requested it. The Services may not be used to send messages to any individual who has indicated that he/she does not wish to receive messages from you. The Services may not be used to collect responses from unsolicited e-mail messages sent from accounts on other Internet hosts or e-mail services that violate this AUP or the acceptable use policy of any other Internet service provider. Moreover, unsolicited e-mail messages may not direct the recipient to any

web site or other resource that uses the Services.

Forging, altering or removing e-mail headers is prohibited. You may not reference any TCMH network (for example, by including “Organization: TCMH” in the header or by listing an IP address that belongs to a TCMH network) in any unsolicited e-mail even if that e-mail is not sent through a TCMH network. “Mail bombing” is prohibited. That is, you may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain letters is similarly prohibited, whether or not the recipient wishes to receive such mailings.

TCMH is not responsible for the forwarding of e-mail sent to any account that has been suspended or terminated. Such e-mail will be returned to sender, ignored, deleted, or stored temporarily, at TCMH’ sole discretion.

### User-Generated Content Services

“User-Generated Content Services” or “UGC Services” refers to any services that allow an end user to post, upload or generate content online to be shared with a limited or unlimited number of recipients and may include, without limitation: news groups, online forums, message boards, chat programs, wiki’s, photo sharing services, customer review sites, video sharing services, blogs and web hosting. Any User-Generated Content Services accessed through the Services must be used in accordance with the following:

- i. you must comply with the UGC Service’s written charter, policies or FAQs;
- ii. you may only post advertisements, solicitations, or other commercial messages in the UGC Service if that service’s charter, policies or FAQs explicitly permit them;

- iii. you are responsible for determining the policies of the UGC Service before using it;
- iv. you must adhere to daily volume, file size and format restrictions of any UGC Service;
- v. unless otherwise specified in the UGC Service’s charter, policies or FAQs, you must not forge, alter or remove any information from the UGC Service;
- vi. TCMH has no obligation to monitor the content of any UGC Service and TCMH is not liable for any claims, losses, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs and expenses arising out of or relating to the content of any such service;
- vii. you must not use the UGC Service to perform “flooding”, which refers to deliberately repeating actions in quick succession in order to fill the screens of other Internet users with text or other content;
- viii. any computer or other device connected through the Services may not maintain more than two simultaneous chat connections including, without limitation, the use of automated programs, such as “bots” or “clones”. Automated programs may not be used when the account holder is not physically present at the device;
- ix. you must not use the Services to send messages that disrupt another Internet user’s equipment, software, hardware or user display; and
- x. you must not forge, alter or obscure your identity (other than using a nickname) while participating in the UGC Service.



## Bandwidth, Data Storage and Other Limitations

You must comply with the current bandwidth, data storage and other limitations on your applicable Services. You must also ensure that your activity does not improperly restrict, inhibit, or degrade any other subscriber's use of the Services, nor represent (in the sole judgment of TCMH) an unusually large burden on our networks. In addition, you must ensure that your activity does not improperly restrict, inhibit, disrupt, degrade or impede TCMH's ability to deliver the Services, and monitor and investigate the Services, backbone, network nodes, and/ or other network services or components.

You may not resell, share, or otherwise distribute the Services or any portion thereof to any third party without the written consent of TCMH. For example, you cannot provide Internet access to others through a dial up connection, host shell accounts over the Internet, provide e-mail or news service, or send a news feed.

The Services are consumer products designed for personal access to and use of the Internet. For example, the Services do not provide the type of security, upstream performance and total downstream throughput capability typically associated with commercial use. You may not run a server in connection with the Services.

You may not provide network services to others via the Services. In addition, you are prohibited from running servers for mail, http, ftp, irc, and dhcp, and multi-user interactive forums.

We reserve the right to manage our networks in order to optimize their efficiency for the benefit of our residents, including, without limitation, by way of the following: rate limiting (speed), rejection or removal of spam or otherwise unsolicited bulk e-mail, anti-virus mechanisms,

and protocol filtering. We may take any other action we deem appropriate in order to help ensure the integrity of the network experience for all residents.

## Violation of this Acceptable Use Policy

If the Services are used in a way that we, in our sole discretion, believe violates this AUP, TCMH may take any responsive actions we deem appropriate. Such actions may include the immediate suspension or termination of all or any portion of the Services or your account.

TCMH will have no liability for any such responsive actions. The above described actions are not exclusive remedies and TCMH may take any other legal or technical action deemed appropriate. The failure to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

If any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. This AUP shall be exclusively governed by, and construed in accordance with the governing law provision set out in the Terms.