

PART 1

GENERAL

See page 5 for explanation of symbols

Issued/Publication 06/30/00

Effective date: 09/01/00

Approved in CRTC Telecom Order #2000-777
August 16, 2000

TERMS OF SERVICE

NOTE: In accordance with the determinations set out by the Commission in Telecom Regulatory Policy CRTC 2017-11, all persons who offer and provide any telecommunications services who are not Canadian carriers as defined in the Telecommunications Act shall:

- (1) register with the Commission prior to receiving service from the Company;
- (2) ensure that all of their own wholesale customers and subordinate wholesale customers have registered with the Commission prior to receiving telecommunications services; and
- (3) abide by the obligations set out in the Appendix to Telecom Regulatory Policy CRTC 2017-11 as well as any subsequent requirements as may be set out by the Commission from time to time and ensure that all of their own wholesale customers and subordinate wholesale customers abide by these requirements.

Item 1000. **GENERAL**

Service and equipment are furnished by Ontera (the Company) upon and subject to the provisions of all applicable Tariffs of the Company.

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TERMS OF SERVICE

Item 1000. **GENERAL** – continued

Article 1:

- 1.1 Except as otherwise specified, these Terms of Service apply with regard to services for which the Canadian Radio-television and Telecommunications Commission has approved a Tariff.
- 1.2 These Terms do not limit the Company’s liability in cases of deliberate fault, gross negligence, anti-competitive conduct or of breach of contract where the breach results from the gross negligence of the Company.
- 1.3 Tariffed services offered by the Company are subject to the terms and conditions contained in:
 - (a) these Terms;
 - (b) applicable provision of the Company’s Tariffs; and
 - (c) any written application, to the extent that it is not inconsistent with these Terms or the Tariffs.
- 1.4 Pursuant to Telecom Decision CRTC 2006-14, *Revised regulatory framework for the small incumbent local exchange carriers* (March 29, 2006), the Company’s local exchange services may be resold in accordance with the conditions of this tariff. However, the resale of residential exchange services is only permitted to provide residential services.

All of the above bind both the Company and its customers.

Article 2: Effective Date of Changes

- 2.1 Subject to Article 2.2 changes to these Terms or the Tariffs, as approved by the Canadian Radio-television and Telecommunications Commission, take effect on their effective date even though applicants or customers have not been notified of them or have paid or been billed at the old rate.
- 2.2 The old non-recurring charges for the transaction in question apply where service, which was to be provided by a certain agreed-upon date, was, through no fault of the applicant or customer, not so provided and in the meantime a rate increase has gone into effect.

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TERMS OF SERVICE

Item 1000. **GENERAL** – continued

Article 3: Obligation to Provide Service

3.1 The Company is not required to provide service to an applicant where:

- (a) the Company would have to incur unusual expenses which the applicant will not pay; for example, for securing rights-of-way or for special construction;
- (b) the applicant owes amounts to the Company that are past due other than as a guarantor;
- (c) the applicant does not provide a reasonable deposit or alternative required pursuant to these Terms;
- (d) the applicant is not willing to accept the grade of service that the Company has deemed to be technically the most appropriate.

3.2 Where the Company does not provide service on application, it must provide the applicant with a written explanation upon request.

Article 4: Ontera Facilities

4.1 Except where otherwise stipulated in its Tariffs or by special agreement, the Company must furnish and install all facilities required to provide service.

4.2 Upon termination of service, the customer must return the Company equipment.

4.3 The Company must bear the expense of maintenance and repairs required due to normal wear and tear to its facilities, except that the Company may charge for the additional expense incurred when the applicant or customer requires maintenance and repair work to be performed outside of regular working hours. This section does not apply where otherwise stipulated in the Company Tariffs or by special agreement.

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

See page 5 for explanation of symbols

TERMS OF SERVICE

Item 1000. **GENERAL** – continued

Article 5: Ontera Right to Enter Premises

- 5.1 The Company’s agents and employees may, at reasonable hours, enter premises on which service is or is to be provided, to install, inspect, repair and remove its facilities, to inspect and perform necessary maintenance in cases of network-affecting disruptions involving customer-provided facilities, and to collect proceeds from coin telephones.
- 5.2 Prior to entering premises, the Company must obtain permission from the applicant, customer or other responsible person.
- 5.3 Entry is not subject to Articles 5.1 and 5.2 in cases of emergency or where entry is pursuant to a court order.
- 5.4 Upon request, the Company’s agent or employee must show valid Ontera identification prior to entering premises.

Article 6: Two-Party and Four-Party Service

- 6.1 Two-party and four-party service will no longer be offered for new installations, moves, rearrangements, or other changes. Individual line service is the Company’s basic grade of service.
- 6.2 Customers presently subscribing to two-party or four-party service, where individual line service is or becomes available, will be required to upgrade to individual line service.

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Article 7: Deposits and Alternatives

- 7.1 Except as otherwise stipulated in its Tariffs, the Company cannot require deposits from an applicant or customer at any time, unless the applicant or customer:
 - (a) has no credit history with the Company and will not provide satisfactory credit information;
 - (b) has an unsatisfactory credit rating with the Company due to payment practices regarding the Company’s services; or
 - (c) clearly presents an abnormal risk of loss.
- 7.2 The Company must inform the applicant or customer of the specific reason for requiring a deposit, and of the possibility of providing an alternative to a deposit, such as arranging for third-party payment, a bank letter of credit or a written guarantee from a third person whose credit is established to the satisfaction of Ontera.
- 7.3 An applicant or customer may provide an alternative to a deposit provided it is reasonable in the circumstances.

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TERMS OF SERVICE

Item 1000. **GENERAL** – continued

Article 7: Deposits and Alternatives – continued

- 7.4 At no time may the total amount of all deposits and alternatives provided by or for an applicant or customer exceed three months' charges for all services, including anticipated long distance charges.
- 7.5 Deposits earn interest in accordance with the formula set out in the applicable provisions of the Company's Tariffs.
- 7.6 The Company must show the total amount of deposits held with accrued interest on each customer monthly account.
- 7.7 The Company must review the continued appropriateness of deposits and alternative arrangements at six-month intervals. When service is terminated or the conditions, which originally justified them are no longer present, the Company must promptly refund the deposit, retaining only any amount then owed to it by the customer.

Article 8: Restrictions on Use of Service

- 8.1 Service may be used by the customer and all persons having the customer's permission to use it. Joint use within the meaning of the Company's Tariffs is permitted only upon approval by the Company and in accordance with the applicable provisions of its Tariffs.
- 8.2 Customers are prohibited from using the Company's services or permitting them to be used for a purpose or in a manner that is contrary to law or for the purpose of making annoying or offensive calls.
- 8.3 Customers are prohibited from using the Company's services or permitting them to be used so as to prevent a fair and proportionate use by others. For this purpose, the Company may limit use of its services as necessary. In the case of any party-line customer who unduly interferes with the use of any other service on the same line, the Company may require the customer to obtain a higher grade of service, where facilities are available.
- 8.4 The Company's facilities must not be re-arranged, disconnected, removed, repaired or otherwise interfered with, except in cases of emergency, where specified in the Company's Tariffs or by special agreement. Terminal equipment provided by the customer may be connected with the Company's facilities, pursuant to the provisions of the General Tariff or by special agreement.
- 8.5 No payment may be exacted, directly or indirectly from any person by any party other than the Company for the use of any of the Company's services, except where otherwise stipulated in the Company's Tariffs or by special agreement.

See page 5 for explanation of symbols

TERMS OF SERVICEItem 1000. **GENERAL** – continued**Article 9: Customer Liability for Calls**

- 9.1 Customers are responsible for paying for all calls originating from, and charged calls accepted at, their telephones, regardless of who made or accepted them.

Article 10: Dispute Procedure

10.1 Customers may dispute charges for calls which they do not believe originated from or were accepted at their telephone, or bring complaints regarding any other matters pertaining to equipment or services obtained from the Company, in accordance with the following procedures:

- (a) Customers must promptly pay all undisputed charges on their bills.
- (b) Customer complaints should, in the first instance, be directed to the Company's business office.
- (c) The Company will promptly investigate and reply to all disputes and provide the Customer with the results of any investigation.
- (d) A Customer may negotiate a payment arrangement on disputed amounts, provided it is reasonable under the circumstances.
- (e) The Company will not suspend or terminate service for a disputed amount unless the Company has reasonable grounds for believing that the intent of the dispute is to evade or delay payment.
- (f) If a Customer is not satisfied with the handling of a dispute, the Customer may refer the matter to a senior manager of the Company.
- (g) If the Customer is still not satisfied after speaking to a senior manager of the Company, the Office of the Vice-President can be reached by calling 1-800-461-9550 (at no charge) or by writing to: Ontera, Office of the Vice-President, 555 Oak Street East, North Bay, Ontario P1B 8L3.
- (h) If the Customer is not satisfied after having dealt with the Company's management, the Customer can write to: The Secretary-General, Canadian Radio-television and Telecommunications Commission, Ottawa, Ontario K1A 0N2. The Canadian Radio-television and Telecommunications Commission is an independent agency of the Government of Canada and is responsible for regulating the activities of telecommunications companies under federal jurisdiction. A copy of the Customer's letter must be sent to: Ontera, Director Business Development and Regulatory Matters, 555 Oak Street East, North Bay, Ontario P1B 8L3.

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GENERAL TARIFF

Section 1

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TERMS OF SERVICE

Item 1000. GENERAL – continued

Article 11: Confidentiality of Customer Records

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

- the customer;
- a person who, in the reasonable judgment of the Company, is seeking the information as an agent of the customer;
- another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose;
- a company involved in supplying the customer with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose;
- an agent retained by the Company in the collection of the customer’s account, provided the information is required for and is to be used only for that purpose;
- a public authority or agent of a public authority, for emergency public alerting purposes, if a public authority has determined that there is an imminent or unfolding danger that threatens the life, health or security of an individual and the danger could be avoided or minimized by disclosure of information; or
- an affiliate involved in supplying the customer with telecommunications and/or broadcasting services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose.

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

- written consent;
- oral confirmation by an independent third party;
- electronic confirmation through the use of a toll-free number; or
- electronic confirmation via the Internet.
- Oral consent, where an audio recording of the consent is retained by the carrier; or
- Consent through other methods, as long as an objective documented record of customer consent is created by the customer or by an independent third party.

11.2 The Company’s liability for disclosure of information contrary to Article 11.1 is not limited by Article 16.1.

11.3 Upon request, customers are permitted to inspect any of the Company records regarding their service.

Article 12: Directories

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12.1 Reserved for future use.

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12.2 Reserved for future use.

12.3 The contents of the Company’s directories may not be published or reproduced in any form without the Company’s written consent.

See page 5 for explanation of symbols

TERMS OF SERVICEItem 1000. **GENERAL** – continued**Article 13: Directory Errors and Omissions**

- 13.1 In the case of errors or omissions in directory standard listings, whether or not the error or omission is with regard to a telephone number, the Company's liability is limited to making a refund or cancelling any charge associated with such listings for the period during which the error or omission occurred. However, where the error or omission is occasioned by the Company's negligence, the Company is also liable for the amount calculated in accordance with Article 16.1.
- 13.2 In the case of errors in telephone numbers in directory listings, unless central office facilities are unavailable, the Company must provide reference of call service, free of charge, until termination of the customer's service or distribution of updated directories for that district in which the number or listing is correct.

Article 14: Ontera-Initiated Changes in Telephone Numbers and Service Arrangements

- 14.1 Customers do not have any property rights in telephone numbers assigned to them. The Company may change such numbers, provided it has reasonable grounds for doing so and has given reasonable advance written notice to the customers in question, stating the reason and anticipated date of change. In cases of emergency, oral notice with subsequent written confirmation is sufficient.
- 14.2 Whenever the Company changes a customer's telephone number on its own initiative, it must, unless there are insufficient central office terminations available, provide reference of call service without charge until termination of the customer's service or distribution of updated directories for that district showing the new number, whichever occurs first.

Article 15: Refunds in Cases of Service Problems

- 15.1 Where there are omissions, interruptions, delays, errors or defects in transmission, or failures or defects in the Company facilities, the Company's liability is limited to a refund of charges, on request, proportionate to the length of time the problem existed. With regard to long distance service and short period private line service, the refund shall be computed in a similar manner, provided the Company is advised promptly of the problem. No request is necessary where a problem in primary exchange service lasts 24 hours or more from the time the Company is advised of the problem. However, where the problem is occasioned by Company negligence, the Company is also liable for the amount calculated in accordance with Article 16.1.

See page 5 for explanation of symbols

TERMS OF SERVICEItem 1000. **GENERAL** – continued**Article 16: Limitation of Ontera's Liability**

- 16.1 Except with regard to physical injuries, death or damage to customer premises or other property occasioned by its negligence, the Company's liability for negligence, including negligence with regard to intercept, reference of call service and emergency service from coin telephones, and also for breach of contract where the breach results from the negligence of the Company, is limited to the greater of \$20 and three times the amounts refunded or cancelled in accordance with Articles 13.1 and 15.1 as applicable.
- 16.2 The company is not liable for:
- (a) any act or omission of a telecommunications carrier whose facilities are used in establishing connections to points which the Company does not directly serve;
 - (b) defamation or copyright infringement arising from material transmitted or received over the Company's facilities;
 - (c) infringement of patents arising from combining or using customer-provided facilities with the Company's facilities; or
 - (d) copyright or trademark infringement, passing off or acts of unfair competition arising from directory advertisements furnished by a customer or a customer's directory listing, provided such advertisements or the information contained in such listings were received in good faith in the ordinary course of business.

Article 17: Payment Time Limit

- 17.1 Subject to Articles 17.2 and 17.3, charges cannot be considered past due until the time prescribed in the Company's Late Payment Charge Tariff has expired.
- 17.2 In exceptional circumstances, for example when a customer has incurred a significant amount of long distance charges and presents an abnormal risk of loss to the Company, prior to the normal billing date the Company may request payment from the customer on an interim basis for the non-recurring charges that have accrued, providing the customer with details regarding the services and charges in question. In such cases, subject to Article 17.3, the charges can be considered past due three days after they are incurred or three days after the Company demands payment, whichever occurs later.
- 17.3 No charge disputed by a customer can be considered past due unless the Company has reasonable grounds for believing that the purpose of the dispute is to evade or delay payment.
- 17.4 The Company may request immediate payment in extreme situations, provided that a notice has been issued pursuant to Article 17.2 and the abnormal risk of loss has substantially increased since that notice was given or the Company has reasonable grounds for believing that the customer intends to defraud the Company.

See page 5 for explanation of symbols

TERMS OF SERVICE

Item 1000. **GENERAL** – continued

Article 18: Liability for Unbilled and Underbilled Charges

- 18.1 Unless there has been customer deception with regard to a charge, customers are not responsible for paying a previously unbilled or underbilled charge except where:
- (a) in the case of a recurring charge or a charge for an international long distance message, it is correctly billed within a period of 15 months from the date it was incurred; or
 - (b) in the case of a non-recurring charge other than for an international long distance message, it is correctly billed within a period of 180 days from the date it was incurred.
- 18.2 In the circumstances described in Article 18.1, unless there has been customer deception, the Company cannot charge the customer interest on the amount of the correction. If the customer is unable to promptly pay the full amount owing, the Company must attempt to negotiate a reasonable deferred payment agreement.

Article 19: Liability for Charges that Should Not Have Been Billed and Those that Were Overbilled

- 19.1 In the case of a recurring charge that should not have been billed or that was overbilled, a customer must be credited with the excess back to the date of the error, subject to applicable limitation periods provided by law. However, a customer who does not dispute the charge within one year of the date of an itemized statement which shows that charge correctly, loses the right to have the excess credited for the period prior to that statement.
- 19.2 Non-recurring charges that should not have been billed or that were overbilled must be credited, provided that the customer disputed them within 180 days of the date of the bill.
- 19.3 A customer who is credited with any amount that should not have been billed or that was overbilled must also be credited with interest on that amount at the rate payable for interest on deposits that applied during the period in question.

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TERMS OF SERVICE

Item 1000. **GENERAL** – continued

Article 20: Minimum Contract Period and Cancellation Before Service Commencement

- 20.1 The minimum contract period for Company services is one month commencing from the date the service is provided, except where otherwise stipulated in the Company's Tariffs or where the Company has stipulated a longer period in instances in which special construction is necessary or special assemblies are installed.
- 20.2 A customer who cancels or delays a request for service before installation work has started cannot be charged by the Company. Installation work is considered to have started when the customer has advised the Company to proceed, and the Company has incurred any related expense. A customer who cancels or delays a request for service after installation work has started, but before service has started will be charged the lesser of the full charge for the entire minimum contract period plus the installation charge and the estimated costs incurred in installation less estimated net salvage. The estimated installation costs include the cost of unsalvaged equipment and materials specifically provided or used plus the cost of installing, including engineering, supply expense, labour and supervision, and any other disbursements resulting from the installation and removal work.

Article 21: Customer-initiated Termination of Service

- 21.1 Customers who give the Company reasonable advance notice may terminate their service after expiry of the minimum contract period, in which case they must pay charges due for service which has been furnished.
- 21.2 Before expiry of the minimum contract period, customers may terminate their service in which case they must pay the full charges for the entire minimum contract period or, in the following circumstances, charges due for service which has been furnished:
 - (a) in the event of the death of the customer during the minimum contract period, the termination is effective from the date the Company is notified of the death;
 - (b) where the customer's premises are destroyed, damaged or condemned by reason of fire or other causes beyond the customer's control, so that they must be abandoned, the termination is effective from the date the Company is notified;
 - (c) in the case of directory listings for which a specific charge applies and in the case of directory listings with regard to joint use of service, in the event of the death of the listed party or any joint user or when either acquires separate telephone service, the termination is effective from the date the Company is notified of the death or from the date of the commencement of the separate service;

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TERMS OF SERVICEItem 1000. **GENERAL** - continued**Article 21: Customer-initiated Termination of Service – continued**

- 21.2 (d) where a change to the base rate, exchange or local service area affects the customer's service, the termination is effective from the date the Company is notified of the customer's desire to terminate service;
- (e) where a customer replaces any Company service with another Company service, the termination is effective from the date of the replacement, subject to the terms of the Company's Tariffs and, notwithstanding Article 1.3(c), the terms of the contract for the service in question;
- (f) where a customer's service is taken over without lapse by a new customer at the same location, the termination with respect to the original customer is effective from that date. However, if at that time the new customer discontinues any of the original service or facilities, the original customer must pay the full charge for such discontinued service or facilities for the entire minimum contract period;
- (g) where the circumstances specified in Article 21.2(a) through (f) do not apply, the minimum contract period is greater than one month at the same location, and the customer has given the Company advance notice, the termination charge is effective when the customer pays the termination charge specified in the contract for the service in question, or where such charge is not specified, a termination charge of one-half of the charges remaining for the unexpired portion of the minimum contract period; and
- (h) in the case of directory listing for which a specific charge applies and in the case of directory listings with regard to joint use of service, where the listing has appeared in a directory and the customer's service is terminated or the listed party or joint user moves to another location, and the customer has given the Company advance notice, the termination is effective on the date of that service termination or move, subject to a minimum charge of one month, and as of such time as no reference of call service is provided from the old to the new number.

See page 5 for explanation of symbols

TERMS OF SERVICEItem 1000. **GENERAL** – continued**Article 22: Ontera-initiated Suspension or Termination of Service**

22.1 The Company may suspend or terminate a customer's service only where the customer;

- (a) fails to pay an account of the customer that is past due, provided it exceeds fifty dollars or has been past due for more than two months;
- (b) fails to provide or maintain a reasonable deposit or alternative when required to do so pursuant to these Terms;
- (c) fails to comply with the terms of a deferred payment agreement;
- (d) repeatedly fails to provide the Company with reasonable entry and access in conformity with Articles 5.1 and 5.2;
- (e) uses or permits others to use any of the Company's services so as to prevent fair and proportionate use by others;
- (f) uses or permits others to use any of the Company's services for a purpose or in a manner that is contrary to law or for the purpose of making annoying or offensive calls;
- (g) contravenes Articles 8.4 or 8.5; or
- (h) fails to provide payments when requested by the Company pursuant to Article 17.4.

22.2 The Company may not suspend or terminate service in the following circumstances:

- (a) failure to pay non-tariffed charges;
- (b) failure to pay charges for a different class of service at different premises or for service in the name of another customer, including failure to pay the account of another customer as a guarantor;
- (c) where the customer is prepared to enter into and honour a reasonable deferred payment agreement; or
- (d) where there is a dispute regarding the basis of the proposed suspension or termination, provided payment is being made for undisputed outstanding amounts and the Company does not have reasonable grounds for believing that the purpose of that dispute is to evade or delay payment.

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TERMS OF SERVICE

Item 1000. **GENERAL** – continued

Article 22: Ontera-initiated Suspension or Termination of Service – continued

22.3 Prior to suspension or termination, the Company must provide the customer with reasonable advance notice, stating:

- (a) the reason for the proposed suspension or termination and the amount owing (if any);
- (b) the scheduled suspension or termination date;
- (c) that a reasonable deferred payment agreement can be entered into (where the reason for suspension or termination is failure to pay);
- (d) the reconnection charge;
- (e) the telephone number of a Company representative with whom any dispute may be discussed; and
- (f) that disputes unresolved with this representative may be referred to a senior Company manager.

Where repeated efforts to contact the customer have failed, the Company must deliver such advance notice to the billing address.

For the purposes of Article 22.3, reasonable advance notice for the termination or suspension of the service of a customer that is a competitor will generally be at least 30 days. ▲

22.4 In addition to the notice required by Article 22.3, the Company must, at least 24 hours prior to suspension or termination, advise the customer or another responsible person that suspension or termination is imminent, except where;

- (a) repeated efforts to so advise have failed;
- (b) immediate action must be taken to protect the Company from network harm resulting from customer-provided equipment; or
- (c) the suspension or termination occurs by virtue of a failure to provide payment when requested by the Company pursuant to Article 17.4.

22.5 Except with customer notification or in exceptional circumstances, suspension or termination may occur only on business days between 8 a.m. and 4 p.m., unless the business day precedes a non-business day in which case disconnection may not occur after 12 noon.

22.6 Suspension or termination does not affect the customer’s obligation to pay any amount owed to the Company.

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TERMS OF SERVICE

Item 1000. **GENERAL** – continued

Article 22: Ontera-initiated Suspension or Termination of Service – continued

- 22.7 In the case of services that have been suspended, unless suspension occurs during the minimum contract period, the Company must make a daily pro rata allowance based on the monthly charge for such services.
- 22.8 The Company must restore service, without undue delay, where the grounds for suspension or termination no longer exist or a payment or deferred payment agreement has been negotiated.
- 22.9 Where it becomes apparent that suspension or termination occurred in error or was otherwise improper, the Company must restore service during business hours on the next working day, at the latest, unless exceptional circumstances do not permit this, and no reconnection charges shall be levied.

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August 16, 2000

DEFINITIONS

Item 1010. **CERTAIN TERMS USED IN THIS TARIFF ARE DEFINED HEREUNDER, OTHERS IN ITEMS SHOWN.**

Additional Telephone

See Item 2360.

Adjoining Exchanges

Exchanges whose boundaries are common at any point, except where a boundary consists of a large natural barrier.

Base-Rate Area

See Item 2020.

Basic Service

Service that is limited to the offering of transmission capacity for the movement of information.

Baud

The term that denotes the signaling speed of a channel in pulses.

Bit

The term that is defined as a single binary decision or the equivalent amount of information to be transmitted or received.

Building

A structure with outside walls and roof. Adjoining buildings with abutting walls are considered to be a single building for purposes of the Tariff when there are one or more suitable doorways in the walls at or above street level and the Company is able to route its facilities through the walls.

Business Service

See Item 2290.

Call

See "Message"

Canadian Carrier

A telecommunications common carrier that is subject to the legislative authority of Parliament. (*entreprise canadienne*)

Central Office

Dial or manual switching equipment with a capacity of up to 10,000 main telephone and/or trunk lines. See also definition of wire center.

Central-Office Line

A channel that connects one or more main-telephone services directly with a central office.

Channel

An electrical path provided by a physical conductor or otherwise, as the Company elects, for the transmission of electric energy.

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DEFINITIONS

Item 1010. **CERTAIN TERMS USED IN THIS TARIFF ARE DEFINED HEREUNDER, OTHERS IN ITEMS SHOWN.** - continued

Circuit

See "Channel"

Class of Service

When applied to customers' exchange service this is the term used to describe the character of its primary use which determines whether the business or residence rate classification applies (Item 2280).

When applied to message toll service this is the term used to describe the type of message which determines whether the person-to-person or station-to-station rate classification applies (Item 3040).

Closed Circuit (Video)

A channel that connects an originating point directly with viewing equipment provided by the lessee at one or more locations. Each such location is considered to be a service point.

Collect Call

See Item 3050.

Commission

The Canadian Radio-television and Telecommunications Commission.

Common-Battery Operation

See Item 2060.

Company

Effective 1 January 2017, following a corporate reorganization, Ontera became a division of NorthernTel, Limited Partnership. As of this date, when Ontera appears in this Tariff, it is to mean Ontera, a division of NorthernTel, Limited Partnership.

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Connecting Company

See "Independent Company".

Continuous Property

The portion of land occupied by a customer that does not extend beyond the property occupied by another party. Where, however, a customer occupies portions of land fronting on both sides of a public thoroughfare and opposite to each other, or is the sole occupant of buildings located thereon, these portions of land are considered to be continuous property if suitable poles, conduit or enclosed passageway for the placing of channels between them or between such buildings are provided, installed and maintained by or at the customer's expense.

Customer

Customer means a person for who telephone equipment has been installed or provided, or for whom telephone service has been installed and/or furnished by the Company, upon the customer's application or request, in premises designated by the customer.

Customer-dialed Call

A message toll call for which the calling party dials the telephone number desired.

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DEFINITIONS

Item 1010. **CERTAIN TERMS USED IN THIS TARIFF ARE DEFINED HEREUNDER, OTHERS IN ITEMS SHOWN.** - continued

Data Channels

Data channels and teletype channels operate at signalling speeds in accordance with various schedules as stated below:

Schedule 1 – operates at signalling speeds up to and including 45 bauds.

Schedule 2 – operates at signalling speeds up to and including 55 bauds.

Schedule 3 – operates at signalling speeds up to and including 82.5 bauds.

Schedule 3A – operates at signalling speeds over 82.5 bauds up to and including 150 bauds.

Schedule 4 – similar to channels provided for voice-grade channels. When the transmission characteristics do not meet the customer's requirements a channel, conditioned to provide certain envelope delay and loss deviation characteristics, may be provided at the appropriate rates and charges (Item 3280).

Duplex Operation

Operation that provides for simultaneous transmission in both directions over a channel.

Enhanced Service

Any offering over the telecommunications network which is more than a basic service.

Equivalent Service

Two or more lines specified in Item 2040.6 provided for a customer, from one central-office, arranged so that an incoming call is completed to an idle line in the group, if one is available.

Exchange

See Item 2000.

Exchange Areas

See Item 2000.

Exchange Rate Groups

See Item 2030.

Exchange Service

See Item 2000.

Extended-Area Service

See Item 2000.

Extra Listing

See Item 2140.

Flat-Rate Service

Primary exchange service furnished at a stipulated basic rate which provides for use of the service as required, by those entitled to it, during the basic period.

See page 5 for explanation of symbols

DEFINITIONS

Item 1010. **CERTAIN TERMS USED IN THIS TARIFF ARE DEFINED HEREUNDER, OTHERS IN ITEMS SHOWN.** - continued

Foreign Exchange Service

See Item 2410.

Four-Party Line Service

See Item 2310.

Grade of Service

The term used to describe customers' exchange service with respect to the service or equipment provided. The grades of exchange service furnished are individual line, two-party line, four-party line, multi-party line, P.B.X. trunk.

Independent Company

A person, corporation, association or firm which operates one or more exchanges that interchange traffic with the Company.

Individual Line Service

See Item 2310.

Initial Contract Period

See Article 20 of Item 1000.

Initial Service Period

See Article 20 of Item 1000. The stipulated minimum period of time for which the Company will furnish the services or equipment applied for, and for which the Company's charges must be paid, whether or not the service be used by the customer for the whole of such period. It commences from the date of establishment of service or of provision of the equipment. Also referred to as initial contract period.

Intercommunication Channel

See Item 4020

Lessee

A person, partnership, firm, body corporate or politic, government or department thereof and the legal representative thereof, which contracts for the lease of a channel.

Local Channel

See Item 2400.

Local Message (Call)

A message between two primary services in the same local-service area.

Local Service

See Item 2000.

Local-Service Area

See Item 2000.

See page 5 for explanation of symbols

DEFINITIONS

Item 1010. **CERTAIN TERMS USED IN THIS TARIFF ARE DEFINED HEREUNDER, OTHERS IN ITEMS SHOWN.** - continued

Main Telephone (or Main Station)

As used with telephone service, denotes a telephone connected to main-telephone service or, if two or more telephones are connected to any such service, denotes the principal one of such telephones.

As used with channels for telephotograph transmission, "main station" denotes a station designated by the lessee as the principal station (the term "main-telephone" does not apply).

Main-Telephone Service

Primary exchange service which provides for the use of a central-office line.

Message (Call)

A communication transmitted over facilities provided by the Company.

Message-Rate Service

Primary exchange service whose use is measured in terms of messages for charging purposes.

Message Toll Service

See Item 3010.

Minimum Contract Period

See Article 20 of Item 1000. Also referred to as initial service period or initial contract period.

Mobile Unit

A vehicle or watercraft equipped for communication through a base (land radiotelephone) station with a wire telephone or another mobile unit.

Network

As used in connection with channels, denotes the channel facilities connecting two or more service points or stations of a lessee, when at all or certain times the service points or stations form a distinct operating group.

P.B.X.

Private branch exchange.

P.B.X. Service

See Item 2340.

Party Line Service

See Item 2310.

See page 5 for explanation of symbols

DEFINITIONS

Item 1010. **CERTAIN TERMS USED IN THIS TARIFF ARE DEFINED HEREUNDER, OTHERS IN ITEMS SHOWN.** - continued

Person

Person includes a partnership, firm, body corporate or politic, government or department thereof and the legal representatives of such persons.

Person-to-Person Service

See Item 3040.

Premises

The continuous property and the building or buildings located thereon, or the part or parts of a building, occupied at the same time by a customer. For mobile-telephone service, each mobile unit of the customer is considered a separate part of his premises.

Primary Exchange Service

See Item 2010.

Primary Listing

See Item 2130.

Public Telephone Service

See Item 2170.

Rate Centre

See Item 2000.

Rate Groups

See Item 2030.

Residence Service

See Item 2300.

Reversal of Charges

See Item 3050.

Semi-Public Telephone Service

See Item 2230.

Service Charge

See Item 2070.

Service Point

A point at which a channel is connected with equipment of a lessee; also a wire centre or rate centre of the Company to which measurement of an inter-exchange channel is made.

Set

See "Telephone".

See page 5 for explanation of symbols

DEFINITIONS

Item 1010. **CERTAIN TERMS USED IN THIS TARIFF ARE DEFINED HEREUNDER, OTHERS IN ITEMS SHOWN.** - continued

Station

As used in connection with telephone service – see “Telephone”.

As used in connection with channels, denotes the terminating or other equipment, including the transmitting equipment, or combination transmitting and receiving equipment, at any location on the premises of a lessee and connected with any such channel.

Station-to-Station Service

See Item 3040.

Suspension of Service

See Item 2420.

Tariffs

Means the Tariffs of the Company filed with and approved by the Commission from time to time in force.

Telephone

A telephone instrument connected to permit the sending and receiving of messages.

Telephone Number

A distinctive designation assigned to each primary exchange service and certain other services and facilities for use in operating.

Teletype Channel

See Item “Data Channel”.

Toll Office

The operating unit for the furnishing of message toll service.

Toll Telephone

See Item 2220.

Trunk Line

A channel that connects the following:

- (a) A Company-provided P.B.X. system directly to a central office.
- (b) A customer-provided switching system classified as a P.B.X. or automatic call distributor indirectly with a central office through connecting equipment provided by the Company.

Two-Party Line Service

See Item 2310.

See page 5 for explanation of symbols

DEFINITIONS

Item 1010. **CERTAIN TERMS USED IN THIS TARIFF ARE DEFINED HEREUNDER, OTHERS IN ITEMS SHOWN.** - continued

United States

For the purposes of this Tariff the United States is defined as the forty-eight states and the District of Columbia, excluding Alaska and Hawaii.

Wire Centre

A building that houses switching equipment to serve a designated geographical area. A wire centre may include one or more central offices.

Wire-Centre Area

The area served by a wire centre.

See page 5 for explanation of symbols

DEFINITIONSItem 1011. **GENERAL TERMS AND CONDITIONS**

1. The following terms and conditions apply for all service, equipment and facilities furnished by the Company as provided for in its various Tariffs.
2. Except as provided for in Article 4.3 of Item 1000, the Company may require that customers install and/or maintain telephones, equipment or facilities provided by the Company and assume all risks and liabilities incident to the installation, maintenance and operations thereof when such telephones, equipment or facilities are located in places involving unusual hazards. The Company may compensate such customers by means of monthly allowances to be set off against the Company's standard monthly rates.
3. The customer shall arrange and pay for a local supply of suitable commercial electric energy with outlet, when required for the operation of Company-provided equipment furnished to the customer.

Item 1012. **INTEREST ON DEPOSITS**

1. The Company pays interest monthly to customers who are required by the Company to maintain deposits for credit purposes in accordance with Item 1000, Article 7.
2. The rate of interest on deposits is the monthly savings account rate of the Bank of Nova Scotia.
3. The monthly interest is calculated on the last day of each customer's monthly billing period, prorated for the portion of the month the deposit is held by the Company. The calculation is based on the balance of the customer's deposit including interest earned prior to the monthly billing period.

See page 5 for explanation of symbols

PAYMENT OF CHARGES

Item 1013. **PAYMENT OF CHARGES**

1. The customer is responsible for payment to the Company of charges for all service and equipment furnished. Fixed charges are billed and payable monthly in advance and other charges are payable when billed except as otherwise stated in Article 17.2 of Item 1000.
2. Notwithstanding any other provisions in the General Tariff, the Company may assess a late-payment charge, which provides for administration and carrying charges related to accounts that are owed to the Company and are in arrears. The late-payment charge applies when payment has not been received by the Company one month after date of likely receipt by the customer of the Company's statement of account.
3. The charge is applied at the compound rate of 1.25% a month, compounded monthly (16% annually) on the unpaid amount.

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See page 5 for explanation of symbols

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Nov 30, 2001

SALE OF O.N.TEL TARIFFS AND DIRECTORY FILES

Item 1014.

1. Sale of Tariffs and Exchange Information

- (a) In accordance with the requirements of the CRTC Tariff Regulations, the Company furnishes a copy of each of its Tariffs or parts thereof to subscribers under terms and conditions described hereunder.
- (b) The copy furnished is that which is in effect on the day payment of charges, if applicable, is received by the Company.
- (c) The charge for a complete Tariff includes the binder or binders appropriate thereto.
- (d) The Company also furnishes, on the payment of the appropriate charge, approved revised pages for a one-year period. The charge for the revisions applies though there may be no revisions to the Tariff approved and in effect during that one-year period.
- (e) On request during business hours to a business office of the Company at which Tariffs are available for inspection by the public, the Company arranges to furnish one copy of each Tariff page, to a maximum of 10 pages, at no charge. This maximum of 10 Tariff pages may be from one or more Tariffs, except that this does not apply for complete Tariffs provided on a subscription basis and for revisions thereto.

However, the Company may refuse to provide this maximum of 10 Tariff pages when, in its opinion, there is an attempt to avoid the payment of the appropriate Tariff charges.

(f) Charges

- (1) The charge for a complete copy and for the revisions thereto is as follows:

Tariff Description	Complete Tariff	Revisions for a One-Year Period
General Tariff CRTC 25520, each	\$350.00	\$100.00
All other Tariffs each page, each Tariff	1.00	5.50

- (2) Tariff pages other than those furnished as completed copies; each page, \$1.00.

(3)

	Complete List	Revisions for a One-Year Period
List of Rate Centres and dial Central-Office Numbers, each	\$25.00	\$10.00

- (4) Exchange Maps \$10.00

See page 5 for explanation of symbols

ROUNDING RULES

Item 1015. **ROUNDING RULES**

- 1. These rules govern the calculation of the rates and charges for the services, equipment, and facilities furnished by the Company when such rates and charges are changed solely through the application of an adjustment factor.
 - (a) The following rules apply to the rates and charges of all services, equipment, and facilities of the Company.

	Rounding Criteria	
Round to the nearest	Round down	Round up
\$0.01	≤ \$.005	≥ \$.005

Item 1016. **NSF CHEQUE CHARGE**

- 1. For each cheque returned from a Bank or other Financial Establishment for lack of sufficient funds, customer account can not be traced, payment is stopped, customer account has been closed or there is an irregular signature, the Company will charge the customer \$20.50.

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See page 5 for explanation of symbols

TELEPHONE SET LOSS CHARGEItem 1017. **TELEPHONE SET LOSS CHARGE**

1. Pursuant to Article 4 of Item 1000, a telephone Set Loss Charge applies when the customer fails to provide the Company with an acceptable opportunity to recover the telephone and the telephone is not returned to the Company upon termination of service.
2. In the event that the telephone in question is subsequently returned by the customer within a period of six (6) months from the date that the Set Loss Charge was billed, a full refund of the Set Loss Charge will be given to the customer.
3. This charge applies for single-line telephones and other equipment identified in 6. below and to customers that have individual line and party-line service which are not associated with Push-Button Telephone Systems, Key Equipment and Wiring Plans.
4. Payment of Set Loss Charge does not transfer ownership of the set from the Company.
5. The telephone Set Loss Charges are as follows:

	Charge	
	Residence	Business
2500 Set	\$35.00	\$35.00
500 Type	25.00	25.00
Harmony	48.25	48.25
Signature	81.50	81.50
Solo	74.50	74.50
Vista 10	71.00	71.00
Vista 100 Enhanced Volume	162.50	162.50
Vista 200	165.40	165.40
Meridian 8000		50.00
Meridian 8003		62.50
Meridian 8009		85.00
Meridian 9216		160.00
Meridian 9316		195.00
Meridian 9417		232.00

See page 5 for explanation of symbols

**SERVICES OFFERED IN ONTERA SERVING AREA PURSUANT TO
NORTHERNTEL LP TARIFFS**

Item 1020. **GENERAL**

1. Customers in Ontera's incumbent serving area may subscribe to certain services that are currently available pursuant to NorthernTel Limited Partnership General Tariff CRTC 25510 (NorthernTel GT) pursuant to the rates, charges, terms and conditions set out in NorthernTel's GT. The available services are set out in Item 1020.2, below and are provided at the Company's discretion and subject to the availability of suitable facilities. When it is necessary for the Company to install special equipment or to incur unusual expense in order to meet a customer's requirements, an additional charge may be assessed based upon the equipment installed or the expense incurred, as set out in Ontera General Tariff CRTC 25520 Section 3 – Construction Charges.

2. The services available pursuant to this Item are:

Item Name	NorthernTel GT Item Number
Digital Exchange Access	N900.5
Ethernet Transport Services	N200.9
Ethernet Access	N200.10
Ethernet CO Connecting Link Arrangements	N200.11
ISDN 23 B+ D	N900.15

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See page 5 for explanation of symbols

RESERVED FOR FUTURE USE

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See page 5 for explanation of symbols

“PAGES 71 TO 79 RESERVED FOR FUTURE USE”

See page 5 for explanation of symbols