

O.N.Telcom

FORMERLY “ABITIBI-CONSOLIDATED TELEPHONE SYSTEM”

GENERAL TARIFF – PART B

Containing:

Terms of Service

Definitions

Tariffs for:

Exchange Service

Other Services and Facilities

This Tariff specifies the rates, charges and terms applicable to service, equipment and facilities furnished by the Company.

Note: Any reference to “Abitibi-Consolidated” should be read as “O.N.Telcom”.

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PREFACE**1. GENERAL**

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.

- 1.01 This General Tariff contains the term and conditions of the basic contract for service that exists between Abitibi-Consolidated Telephone System, hereinafter called the Company, and each of its customers or lessees for all services, equipment and facilities furnished by the Company. Refer to Section 80, Terms of Service.
- 1.02 The other sections contain the rates, rentals and charges for all service, equipment and facilities provided on a general basis in all of the Company's Exchanges.
- 1.03 The Company must apply the rates specified in this Tariff. There is no authority to apply different rates and charges for service, equipment or facilities unless otherwise specified in the Tariff.
- 1.04 In this General Tariff, "Commission" means the Canadian Radio-television and Telecommunication Commission.
- 1.05 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.

2. TARIFF REVISIONS

- 2.01 Changes will be shown on the revised page as follows:
 - (a) The revision issue will be shown at the top of the page immediately to the right of the page number.
 - (b) The revisions will be noted by a code and/or a symbol (see Section 30) show in the left hand margin.
 - (c) Only the current changes will be indicated on the page.
- 2.02 Check pages (Section 50) will be issued with each set of revisions and will show all pages that have been revised or introduced by means of an asterisk (*).

PREFACE

3. NUMBERING

3.01 Numbering in this Tariff will be shown in the following manner:

- 120 – 2.01 (a) (1)
- 120 denotes the Section
- 2 denotes the Sub-section
- 2.01 denotes the Item
- (a) denotes the Paragraph
- (1) denotes the Article

T
|
T

GENERAL TARIFF

CODES AND SYMBOLS

| CODE | DENOTES | |
|-------------|---------------------------------|-----|
| C..... | Change in wording or correction | |
| R..... | Reduction in rate or charge | |
| A | Increase in rate or charge | |
| N | New rate or charge | |
| NC..... | No change in rate or charge | |
| S | Reissued Matter | |
| D | Discontinued rate or regulation | (C) |

ABBREVIATIONS

| ABBREVIATION | DENOTES |
|---------------------|--|
| 40MHZ | 40 megahertz |
| 60HZ | 60 hertz |
| 110V | 110 volts |
| % | percent |
| /sec | per second |
| A.C. | alternating current |
| Amp Hr. | ampere-hour |
| A.S.R. | automatic sending and receiving (teletypewriter) |
| BIF | business interphone –F |
| B.R.A. | base rate area |
| B.S.S | business service system |
| Bus. | business |
| C.D.F. | central distribution frame |
| C.O. | Central Office |
| Cont'd | continued |
| D.C. | direct current |
| D.S.L.T. | dial station line terminal |
| E.A.S. | extended area service |
| Ext. | extension |
| H.F. | high frequency |
| I/C | incoming |
| Km | kilometer |
| L.R.A. | locality rate area |
| M.E.S.C. | multi-element service charge |
| MRC | monthly recurring charge |
| N/A | not applicable |
| No. | number |
| NRC | non-recurring charge |
| P.A.B.X. | private automatic branch exchange |
| P.B.X. | private branch exchange |
| P.S.R. | page type-sending and receiving (teletypewriter) |
| P.T.C. | program transmission channel |
| Rev. | revision |
| R.G. | Rate Group |
| S/A | special assembly |
| S.C. | service charge |
| SSB | single side-brand |
| SS-1 | selective-signaling system |
| T.V. | television |
| TWX | teletypewriter exchange service |
| USOC | uniform service order code |
| VHF | very high frequency |
| WATS | wide area telephone service |

C

C

C

See Section 30 Page 1 for an explanation of symbols

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See Section 30 Page 1 for an explanation of symbols

TERMS OF SERVICE

1. GENERAL

- 1.01 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.
- 1.02 These Terms do not limit the Company's liability in cases of deliberate fault or gross negligence, or of breach of contract where the breach results from the gross negligence of the Company.
- 1.03 Tariffed services offered by the Company are subject to the terms and conditions contained in:
- a) these Terms;
 - b) applicable provisions of the Company's Tariffs; and
 - c) any written application, to the extent that it is not inconsistent with these Terms or the Tariffs.

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

2. EFFECTIVE DATE OF CHANGES

- 2.01 Subject to subsection 2.02, changes to these Terms or the Tariffs, as approved by the 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.
- 2.02 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.

3. OBLIGATION TO PROVIDE SERVICE

- 3.01 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; or
 - c) the applicant does not provide a reasonable deposit or alternative required pursuant to these Terms.
- 3.02 Where the Company does not provide service on application, it must provide the applicant with a written explanation upon request.

See Section 30 Page 1 for an explanation of symbols

TERMS OF SERVICE

4. COMPANY FACILITIES

- 4.01 Except where otherwise stipulated in its tariffs, or by special agreement, the Company shall furnish and install all facilities required to provide service.
- 4.02 Upon termination of service, the customer shall promptly return Company equipment.
- 4.03 The Company shall 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, except where otherwise provided in Company tariffs, or by special agreement.
- 4.04 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.
- 4.05 In all cases, customers are liable to the Company for all reasonable costs necessary to rectify damages caused to Company facilities by customer-provided facilities.

5. COMPANY RIGHT TO ENTER PREMISES

- 5.01 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 public and semi-public coin telephones.
- 5.02 Prior to entering premises, the Company shall obtain permission from the applicant, customer, or other responsible person designated by the applicant or customer.
- 5.03 Sections 5.01 and 5.02 do not apply in cases of emergency or where entry is pursuant to a court order.
- 5.04 Upon request, the Company's agent or employee shall show valid identification of employment or agency prior to entering premises.

6. TWO-PARTY AND FOUR-PARTY SERVICE

- 6.01 The Company does not offer party line service at the present time.

See Section 30 Page 1 for an explanation of symbols

TERMS OF SERVICE

7. DEPOSITS AND ALTERNATIVES

- 7.01 Except as otherwise stipulated in its Tariffs, the Company shall not 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 in the previous two years regarding the Company's services; or
 - c) clearly presents an abnormal risk of loss.
- 7.02 The Company shall inform the applicant or customer of the specific reason for requiring a deposit, and of the possibility of providing reasonable alternatives to a deposit, including such alternatives 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 the Company.
- 7.03 An applicant or customer may provide an alternative to a deposit provided it is reasonable in the circumstances.
- 7.04 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 message toll, service connection and equipment rates and charges.
- 7.05 The Company shall credit interest on customer cash deposits held by the Company for the period during which the deposit is retained and the interest rate shall be the Canadian chartered bank deposit rate for non-chequable savings deposits as published in the most recent Bank of Canada Review, Schedule F1.
- 7.06 At least once per year, the Company must indicate on that customer's account the total amount of deposits held as well as the total interest accrued on the deposits. Upon customer request, the Company must provide this information.
- 7.07 The Company shall review the continued requirement for deposits and alternative arrangements at least at six month intervals.
- 7.08 When service is terminated or the conditions which originally justified deposits or alternatives no longer exist, the Company shall promptly refund the deposit, with interest, or return the guarantee or other written undertaking, retaining only any amount then owed to it by the customer.

See Section 30 Page 1 for an explanation of symbols

Issued/Publication 10/17/1995

Effective Date: 12/01/2004

Approved in CRTC Telecom Order #95-1264
November 21, 1995

TERMS OF SERVICE

8. RESTRICTIONS ON USE OF SERVICE

- 8.01 Service may be used by the customer and all persons having the customer's permission to use it.
- 8.02 In the case of business telephone service, joint use within the meaning of the Company's tariffs shall be permitted only upon approval by the Company in accordance with the applicable provisions of its tariff of rates and tolls.
- 8.03 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 the tariff of the Company or is otherwise contrary to law or for the purpose of making annoying or offensive calls.
- 8.04 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 and, where that happens, the Company may limit use of its services.
- 8.05 The customer shall not re-arrange, disconnect, remove, repair or otherwise interfere with the facilities of the Company, except in cases of emergency or where specified in the Company's tariffs or by special agreement
- 8.06 Only such customer owned and maintained equipment as the Commission may approve may be connected with the Company's facilities and only for so long as such equipment does not cause harm to the Company's facilities.
- 8.07 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 or where the Commission may, by order, provide otherwise.

9. CUSTOMER LIABILITY FOR CALLS

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

10. DISPUTE PROCEDURE

- 10.01 Customers may dispute charges for calls which they do not believe originated from or were accepted at their telephones. Customers can call the Company and a representative will discuss the problem with them. Unresolved problems should be directed to a senior manager of the Company. If the customer is not satisfied, they can write to The Secretary General, Canadian Radio-television and Telecommunications Commission, Ottawa, Ontario K1A 0N2. The Company requests that the customer copy it with such letter. Customers must pay the undisputed portion of the bill.

See Section 30 Page 1 for an explanation of symbols

TERMS OF SERVICE

11. CONFIDENTIALITY OF CUSTOMER RECORDS

- 11.01 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, are 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 to evaluate the customer's creditworthiness or to collect the customer's account, provided the information is required for and is to be used only for that purpose; or
 - a public authority or agent of a public authority, if in the reasonable judgment of the Company, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information.

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.

- 11.02 The Company's liability for unauthorized disclosure of information by its employees or its agents is not limited by 16.1.
- 11.03 Upon request, customers are permitted to inspect Company records regarding their service.

12. DIRECTORIES

- 12.01 Reserved for future use. (S)
- 12.02 Reserved for future use. (S)
- 12.03 The contents of the Company's directories may not be published or reproduced in any form without the Company's written consent.

See Section 30 Page 1 for an explanation of symbols

TERMS OF SERVICE

13. DIRECTORY ERRORS AND OMISSIONS

- 13.01 In the case of errors or omissions in directory white and yellow pages 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 canceling 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 16.1.
- 13.02 In the case of errors in telephone numbers in directory white and yellow page listings, unless Central Office facilities are unavailable, the Company shall 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. C

14. COMPANY – INITIATED CHANGES IN TELEPHONE NUMBERS AND SERVICE ARRANGEMENTS

- 14.01 No customer has any property right in any telephone number assigned.
- 14.02 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 and in cases of emergency, oral notice with subsequent written confirmation shall be permitted.
- 14.03 Whenever the Company changes a customer's telephone number on its own initiative, it shall, 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. C

15. REFUNDS IN CASES OF SERVICE PROBLEMS

- 15.01 Where there are omissions, interruptions, delays, errors or defects in transmission, or failures or defects in Company facilities, the Company's liability is limited to a refund of charges, on request appropriate to the length of time the problem existed. However, where the problem is occasioned by the Company's negligence, the Company is also liable for the amount calculated in accordance with 16.1.

See Section 30 Page 1 for an explanation of symbols

TERMS OF SERVICE

16 LIMITATION OF COMPANY LIABILITY

- 16.01 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 twenty dollars (\$20.00) and three times the amounts refunded or cancelled in accordance with sections 13.01 and 15.01, as applicable.
- 16.02 The Company shall not be 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.

17. PAYMENT TIME LIMIT

- 17.01 Charges billed to the customer by the system are due and payable upon receipt by the customer. Failure to receive a bill shall not relieve the customer from the responsibility of making prompt payment to the Company.
- 17.02 Subject to 17.03 and 17.04, charges cannot be considered past due until the time prescribed in the Company's Late Payment Charge Tariff has expired.
- 17.03 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 nonrecurring charges that have accrued, providing the customer with details regarding the services and charges in question. In such cases, subject to 17.4, the charges can e considered past due three days after they are incurred or three days after the Company demands payment, whichever occurs later.
- 17.04 No charge disputed by a customer shall be considered past due unless the company has reasonable grounds for believing that the purpose of the dispute is to evade or delay payment.
- 17.05 The Company may request immediate payment in extreme situations, provided that a notice has been issued pursuant to 17.3 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 Section 30 Page 1 for an explanation of symbols

TERMS OF SERVICE

18. LIABILITY FOR UNBILLED AN UNDERBILLED CHARGES

- 18.01 Customers shall not be liable for payment of a previously unbilled or underbilled charge except in the case of,
- a) a recurring charge or a charge for an international long distance message that is correctly billed within a period of 15 months from the date it has been incurred; or
 - b) a nonrecurring charge that correctly billed within a period of 180 days from the date it has been incurred.
- 18.02 Section 18.01 does not apply to unbilled or underbilled charges arising from the deceit or fraud of the Company by the customer or other person authorized by the customer to use the service.

19. LIABILITY FOR CHARGES THAT SHOULD NOT HAVE BEEN BILLED AND THOSE THAT WERE OVERBILLED

- 19.01 Any recurring charge for services not provided or any recurring charge in excess of the tariffed rate shall be credited to the account of the customer by the Company, back to the date of the error, subject to applicable limitation periods provided by law.
- 19.02 Notwithstanding section 19.01, 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.
- 19.03 Nonrecurring charges that should not have been billed or that were overbilled shall be credited, provided that the customer disputes them within 150 days of the date of the bill.
- 19.04 A customer who is credited with any amount that should not have been billed or that was overbilled shall also be credited with interest on that amount calculated as the Canadian chartered bank deposit rate for non-chequable savings deposits as published in the most recent Bank of Canada Review, Schedule F1, for the period during which the error occurred.

20. MINIMUM CONTRACT PERIOD AND CANCELLATION BEFORE SERVICE COMMENCEMENT

- 20.01 The minimum contract period for Company services shall be 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.
- 20.02 A customer who cancels or delays 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 placing an order for service, but before service has started, will be charged the lesser of the full charge for the entire minimum contract period plus 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.

See Section 30 Page 1 for an explanation of symbols

TERMS OF SERVICE

21. CUSTOMER – INITIATED TERMINATION OF SERVICE

- 21.01 After expiry of the minimum contract period, customers who give the Company reasonable advance notice may terminate their service in which case they shall be liable to pay charges due for service which has been provided to them.
- 21.02 Before expiry of the minimum contract period, customers may, at any time terminate their service in which case they are liable to pay the full charges for the entire minimum contract period.
- 21.03 Notwithstanding subsection 21.02, the customer shall be liable to pay charges due for service provided during the minimum contract period, calculated as that proportion of the contract period up to and including the date the Company is notified of;
- (a) the death of the customer;
 - (b) the abandonment 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 shall be abandoned;
 - (c) the death of the listed party or joint user in the case of directory listings with regard to joint use of service and in the case of directory listings for which a specific charge applies, in the event of the death of the listed party or any joint user;
 - (d) the commencement of separate service in the case of directory listings with regard to joint use of service and in the case of directory listings for which a specific charge applies, when wither the listed party or any joint user acquires separate telephone service;
 - (e) the customer's desire to terminate service where a change to the base rate, Exchange or local service area affects the customers service and the customer terminates service;
 - (f) the replacement where a customer replaces any Company service with another Company service, subject to the terms of the Company's tariffs and the terms of the contract for the service in question; and
 - (g) the fact that a customer's service is taken over without lapse by a new customer at the same location, provided that at the time the new customer discontinues any of the original service or facilities, the original customer shall pay the full charge for such discontinued service or facilities for the entire minimum contract period.
- 21.04 Where the circumstances specified in Section 21.03(a) through (g) do not apply, the minimum contract period is greater than one month at the same location, and the customer has given the Company reasonable advance notice, the customer shall be liable to pay 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.
- 21.05 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, 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 reasonable advance notice, the customer shall be liable to pay that proportion up to and including 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 Section 30 Page 1 for an explanation of symbols

TERMS OF SERVICE

22. COMPANY – INITIATED SUSPENSION OR TERMINATION OF SERVICE

22.01 The Company may suspend or terminate a customer's service only where the customer:

- (a) is in default of payment of any rate or toll in respect of a service, provided it exceeds fifty dollars (\$50.00) 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 Sections 5.01 and 5.02;
- (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 of in a manner that is contrary to the tariff of the Company or is otherwise contrary to law or for the purpose of making annoying or offensive calls;
- (g) contravenes Sections 8.05, 8.06 or 8.07; or
- (h) fails to provide payment when requested by the Company pursuant to Section 17.05.

22.02 The Company shall not suspend or terminate service in the following circumstances:

- (a) failure by the customer to pay charges for non-regulated services;
- (b) failure by the customer 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 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.

See Section 30 Page 1 for an explanation of symbols

TERMS OF SERVICE

22. COMPANY – INITIATED SUSPENSION OR TERMINATION OF SERVICE (cont'd)

22.03 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;
- (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.

22.04 In addition to the notice required by 22.03, the Company, shall, at least twenty-four 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; or
- 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 17.05.

22.05 Except with customer consent or in exceptional circumstances, suspension or termination may occur during 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.

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

22.07 In the case of services that have been suspended for more than twenty-four (24) hours, unless suspension occurs during the minimum contract period, the Company shall make a daily pro rata allowance based on the monthly charge for such services.

22.08 The Company shall 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.

22.09 Where it becomes apparent that suspension or termination occurred in error or was otherwise improper, the Company shall 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.

See Section 30 Page 1 for an explanation of symbols

GENERAL

1. DECLINED CHEQUE CHARGE

For each payment declined by a Bank or other Financial Establishment for lack of sufficient funds or inability to process payments, the company will charge the customer \$15.

2. LATE PAYMENT CHARGE

2.01 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

2.02 Notwithstanding any other provision in the General Tariff, the Company may assess a late payment charge, which provides for administration and carry 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 within 30 days of the billing date.

2.03 The charge is applied at the compound rate of 1.25% a month, compounded monthly (16% annually) on the unpaid amount.

3. GENERAL TERMS AND CONDITIONS

3.01 The following terms and conditions apply for all service, equipment and facilities furnished by the Company as provided for in its various Tariffs.

3.02 Except as provided for in Section 80 – 4.03, 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.

3.03 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.

See Section 30 Page 1 for an explanation of symbols

DEFINITIONS

ADDITIONAL TELEPHONES

- See 220 – 1.01.

ADJOINING EXCHANGES

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

BASE RATE AREA

- The area served by an Exchange where Primary Exchange Services are provided at basic rates. Outside of the Base Rate Area or but within the same Exchange Area, mileage charges apply.
- See 100-3.01

BASIC SERVICE

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

BAUD

- The signaling speed of a channel in pulses.

BIT

- 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 this 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 channel through the walls.

BUSINESS SERVICE

- See 170-2.01

CANADIAN CARRIER

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

CENTRAL OFFICE

- A designated building used historically to house switching equipment for main telephone, trunk lines and broadband equipment and also used by eligible CLECs, IXC's and DSLSPs for co-location, local interconnection, toll interconnection and broadband traffic hand-off.

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.

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 (See 170-1.01).
- 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.

See Section 30 Page 1 for an explanation of symbols

DEFINITIONS

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.

COMPANY

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

C
|
C

CONNECTING COMPANY

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

CONTINUOUS PROPERTY

- The portion of land occupied by a customer that does not extend beyond 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 expense of the customer.

CUSTOMER

- Means an individual who has requested service and for whom telephone equipment has been installed or provided in designated premises by the Company so as to provide the service.

CUSTOMER CHANNELS

- Data channels and teletype channels operate at signaling speeds in accordance with various schedules as stated below:
 - Schedule 1 - operates at signaling speeds up to and including 45 bauds.
 - Schedule 2 - operates at signaling speeds up to and including 55 bauds.
 - Schedule 3 - operates at signaling speeds up to and including 82.5 bauds.
 - Schedule 3A - operates at signaling 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.

DUPLEX OPERATION

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

EQUIVALENT SERVICE

- Two or more Central Office lines or trunk lines provided for a customer from one Central Office and are arranged so that an incoming call for the telephone number listed for the group of lines is completed to any available idle line within the group.

C

EXCHANGE

- See 100-1.01.

EXCHANGE AREA

- See 100-1.01.

EXCHANGE SERVICE

- See 100-1.03.

See Section 30 Page 1 for an explanation of symbols

DEFINITIONS

EXTENDED AREA SERVICE

- Those exchanges with which toll-free dialing is permitted.
- See 100-3.01 i) an ii).

EXTRA LISTING

- See 140-4.01.

FLAT RATE SERVICE

- Primary exchange service furnished at a stipulated basic rate.

FOREIGN-EXCHANGE SERVICE

- See 310-1.01.

FOUR-PARTY LINE SERVICE

- A common line arranged to serve four main stations. Four-party line service shall be furnished only in that portion of the exchange area which is outside the base rate area.

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 and four-party line.

INDIVIDUAL LINE SERVICE

- A line arranged to serve only one main station. See 180-1.01.

INITIAL SERVICE PERIOD

- The stipulated minimum period of time the Company will furnish the required services or equipment and for which the Company's charges must be paid whether or not the services are used by the customer for the whole of the period. The Initial Service Period commences from the date that the service or equipment is provided.

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 260-2.

LOCAL MESSAGE

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

LOCAL SERVICE

- See 100-1.03.

LOCAL SERVICE AREA

- See 100-1.01.

See Section 30 Page 1 for an explanation of symbols

DEFINITIONS

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, denoted the principal one of such telephones.
- As used with channels for telephotograph transmission, 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. C

MESSAGE (CALL)

- A communication transmitted over facilities provided by the Company.

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.

PARTY LINE SERVICE

- See 180-1.02.

PERSON

- Includes a partnership, firm body corporate or politic, government or department thereof and the legal representatives of such person.

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 SERVICES

- See 100-2.01.

PRIMARY LISTING

- See 140-3.01.

PUBLIC TELEPHONE SERVICE

- See 150-1.01.

RATE CENTRE

- A designated Wire Centre within an Exchange used for determining local, interexchange and foreign-exchange distance charges. An Exchange may have one or more Wire Centres but only one Wire Centre in an Exchange is designated as the Rate Centre. C
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RESIDENCE SERVICE

- See 170-3.01.

See Section 30 Page 1 for an explanation of symbols

DEFINITIONS

SEMI-PUBLIC TELEPHONE SERVICE

- See 160-1.01.

SERVICE CHARGE

- See 110-1.01.

SERVICE POINT

- A point at which a circuit or 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.

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SET

- See "Telephone"

STATION

- As used in connection with telephone service – See "Telephone"
- As used in connection with channels, denotes the termination of 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.

TELEPHONE

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

TELEPHONE NUMBER

- A distinctive designation assigned to each primary exchange service.

TOLL OFFICE

- The operating unit for the furnishing of message toll service.

TWO-PARTY LINE SERVICE

- A common line arranged to serve two main stations with automatic originating identification of each party and individual ringing capabilities.
- See 180-1.02.

WIRE CENTRE

- A designated location within a Wire Centre Area used for rating purposes. The Wire Centre is the location of a Central Office if the Central Office is located within that Wire Centre Area. Where the Central Office used to serve a Wire Centre Area is not located in that Wire Centre serving area, a point in that Wire Centre Area will be designated as the Wire Centre.

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WIRE CENTRE AREA

- A designated geographic boundary used for rating purposes. Within each Wire Centre Area there is a single Wire Centre.

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See Section 30 Page 1 for an explanation of symbols

GENERAL TARIFF

EXCHANGE SERVICE – GENERAL

1. GENERAL

1.01 An Exchange is a basic unit for the administration and furnishing of telephone service, and normally includes a city, town or village and adjacent parts. The territory served by an Exchange, within which local-service rates apply, is known as the Exchange area or local-service area. In some cases, an Exchange area includes two or more base rate areas. **C**

1.02 When an Exchange area contains one Wire Centre and more than one base rate area, then that Wire Centre is designated as the Rate Centre. When more than one Wire Centre and more than one base rate area exists in an Exchange area, then only one of the Wire Centres is designated as the Rate Centre. **C**

1.03 Exchange service (or local service) is the furnishing of the service and equipment required for telephone communication between primary exchange services of the same Exchange or local-service area, and between such service and the associated toll office. **C**

2. PRIMARY EXCHANGE SERVICES

2.01 Primary exchange services are the basic services which provide for the facilities essential to the service, according to their respective equipment specifications.

2.02 The following primary services are furnished in each Exchange except where otherwise stated in this Tariff: **C**

a) Flat-rate services, which consist of Customer services, namely, individual line service.

b) Message-rate services, which consist of the following:

(1) Public telephone service

See Section 30 Page 1 for an explanation of symbols

EXCHANGE SERVICE – GENERAL

3. EXCHANGES

3.01 The Exchange names, Central Office (NNX) codes and area code are as follows:

| <u>Exchange Name</u> | <u>NNX No.</u> | <u>Area Code</u> |
|----------------------|----------------|------------------|
| Iroquois Falls | 258 | 705 |

4. RATE SCHEDULES FOR PRIMARY EXCHANGE (LOCAL) SERVICE

4.01 A specific schedule of basic rates for primary exchange (or local) service applies for the Base Rate Area.

4.02 The initial service period for all primary exchange services is one month.

4.03 The following are basic monthly rates for primary exchange service.

| <u>USOC</u> | <u>Description</u> | <u>MRC</u> | | <u>SC</u> |
|-------------|-----------------------------|-------------|-------------|-----------|
| | | <u>Min.</u> | <u>Max.</u> | |
| 1FR | Residence – Individual Line | # | \$39.30 | A MESC |
| 1FL | Business – Individual Line | # | \$88.15 | A MESC |
| 1FT | Business – Trunk Line | # | \$88.15 | A MESC |

- Note:
- a) Additional charges as specified in the Company’s Tariff apply for telephones or other equipment provided by the Company.
 - b) Mileage charges may apply, see Section 260 Distance Charges.
 - c) Emergency Reporting Telephone is classified as a Business service.
 - d) Equivalent service is provided at a monthly rate of \$1.00 (USOC ROTHT) for each line so arranged.

Filed in confidence with the CRTC.

See Section 30 Page 1 for an explanation of symbols

SERVICE CHARGES

1. GENERAL

- 1.01 A service charge applies when the Company provides service, equipment and/or facilities to its customer, including a change of premises for an existing customer and when the Company, at the customer's request, performs work for him. Exceptions are specified as appropriate. A service charge also applies for the restoration of service suspended for violation of regulations.
- 1.02 Service charges apply in addition to other rates and charges unless otherwise stated.
- 1.03 In general, a service charge applies for each item of service or equipment.
- 1.04 An additional charge may be made based on the additional actual expense incurred when:
- (a) it is necessary for the company to install a special assembly of equipment or incur unusual expenses in order to meet the particular service requirements of a customer, or
 - (b) a customer stipulates the performance of work outside regular working hours or other conditions that cause unusual expense.
- 1.05 For outside work affecting wires, cables, poles and other equipment located on a customer's premises, a service charge may be made based on the actual expense incurred by the Company.
- 1.06 A service charge does not apply for the following:
- (a) Repair work, except for those conditions when Section 80-4.03, 4.04, 4.05 (Terms of Service) and Section 850 (Customer Provided Equipment) apply.
 - (b) The removal of service, equipment, and/or facilities.
 - (c) Work that the Company initiates for service reasons.
 - (d) The re-establishment of service at the same or different premises after interruption cause by damage to the customer's premises beyond his control.

2. MULTI-ELEMENT SERVICE CHARGES

- 2.01 Customer's requests for service which involve installing, reconnecting, moving or changing telephone lines, sets, associated miscellaneous equipment, other services and records, are divided into four basic service charge elements. One or more of these elements apply when the requested service is provided except when otherwise stated in this General Tariff.
- 2.02 The four service charge elements are described as follows:
- (a) **Administration Charge** – An Administration Charge applies to work involved in receiving, recording and processing information necessary to comply with a customer's request. An Administration Charge is applied once for each customer's request, regardless of the number of items to be completed if work is to be carried out on the same premises at the same time for the same billing telephone number.
 - (b) **Line Connection** – A Line Connection charge applies to work done in the Company's Central Office and elsewhere when it is necessary to connect the customer's telephone line to the network. This work involves extending the telephone line from the customer's premises to

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See Section 30 Page 1 for an explanation of symbols

SERVICE CHARGES

the serving Central Office and making appropriate connections within the serving Central Office. C

A Line Connection Charge applies:

- for each telephone line connected to the network;
- for other bridging connections carried out in the Central Office; C
- for each customer's request that results in a change in telephone number.

(c) **Premises Visit** – A Premises Visit Charge applies to the travel time spent in reaching a customer's premises. A Premises Visit Charge applies on a "Per Visit" basis whenever a Company's employee is dispatched to the customer's premises in response to a request for service regardless as to whether work is performed or not.

A Premises Visit Charge does not apply to subsequent visits required to complete an order for which a premises Visit charge has already been applied.

(d) **Premises Work Charge** – A Premises Work charge applies for each item of work carried out at the customer's request and on the customer's premises to install, move or change a telephone line and/or other miscellaneous equipment.

A Premises Work Charge does not apply if:

- One or more telephones and/or items of equipment are in place at the time service is established and no move or change of the telephones and/or equipment is requested by a customer;
- A telephone equipped with a plug is delivered by a Company representative to a customer's premises.

3. SERVICE CHARGES SCHEDULE

| ELEMENTS OF SERVICE CHARGES: | SERVICE CHARGES | |
|------------------------------|-----------------|-------------|
| | RESIDENCE | BUSINESS |
| a) Administration Charge | \$ 8.25 | \$ 14.25 |
| b) Line Connection | \$ 22.00 | \$ 37.00 |
| c) Premise Visit | \$ 9.00 | \$ 9.00 |
| d) Premise Work | \$ 11.00 | \$ 18.00 |
| e) Business System | | \$ 25.00/hr |

See Section 30 Page 1 for an explanation of symbols

SERVICE CHARGES

4. APPLICATION OF MULTI-ELEMENT SERVICE CHARGES

The following table shows the application of MESC charges by work function. One or more work functions are required for the installation, change, reconnection or change of location of a service requested by a customer.

| WORK FUNCTION | ADMIN CHARGE | LINE CONNECT CHARGE | PREMISES VISIT CHARGE | PREMISES WORK CHARGE |
|---|--------------|----------------------------------|-----------------------|----------------------|
| <p>Receiving, recording and processing customer's request. Apply:</p> <ul style="list-style-type: none"> • Once for each request regardless of number of items to be completed on same premises at same time and for same billing number. | X | | | |
| <p>Connecting telephone line to the network. Apply for:</p> <ul style="list-style-type: none"> • Each line connected to the network • Other bridging connections in the Central Office • Each customer's request resulting in a number change | | X X X | | |
| <p>Visit to customer's premises to complete a customer's request. Apply for each visit whether work is done or not. Does not apply to subsequent visits to complete an order where a Premises Visit charge has already been applied.</p> | | | X | |
| <p>Work performed at the customer's premises at the customer's request. Apply to install, move or change a telephone line or miscellaneous equipment. Does not apply when:</p> <ul style="list-style-type: none"> • Equipment is in-place at the time service is established and no move or change is requested • A telephone equipped with a plug is delivered by the Company to a customer's premises | | | | X |

See Section 30 Page 1 for an explanation of symbols

SERVICE CHARGES

5. OTHER EQUIPMENTS AND SERVICE CHARGES

- 5.01 Many items of equipment have service charges of specific amounts which apply when these items are installed in which case Multi Element Service Charges are not applicable.

See Section 30 Page 1 for an explanation of symbols

Issued 1995 10 17

Effective date: 1995 12 01

Approved in CRTC Telecom Order #95-1264
November 21, 1995

TELEPHONE SET LOSS CHARGE

1. GENERAL

No longer under CRTC tariff requirement as per CRTC equipment forbearance decision.

See Section 30 Page 1 for an explanation of symbols

Issued 1995 10 17

Effective date: 1995 12 01

Approved in CRTC Telecom Order #95-1264
November 21, 1995

CONSTRUCTION CHARGES

1. GENERAL

- 1.01 Construction charges apply for the following:
- (a) For the initial provision of facilities at the request of an applicant, customer, lessee or developer in a territory in which the Company has no facilities. The Company provides these facilities to reach the property of the applicant, customer, lessee or developer and may locate them along public thoroughfares or other such location as required, or is suitable.
 - (b) For certain facilities provided on the private property of the applicant, customer or lessee.
- 1.02 The Company reserves the right to determine the type (wire, cable or radio) and location of facilities to be provided and the time at which it does the work. It makes an additional charge based on the additional expense incurred if it departs from the foregoing conditions at the request of an applicant, customer, lessee or developer, or when the nature of the locality causes it to incur unduly high construction expense and/or maintenance expense.
- 1.03 The Company provides, installs and maintains all facilities that it provides except as otherwise stated in this Tariff. However, the Company may use facilities of other public utility organizations or facilities belonging to or on the premises occupied by applicants, customers or lessees instead of providing its own construction, when in its opinion the circumstances warrant its doing so. When the Company uses the facilities of other public utility organizations that are located along public thoroughfares or other such places, it may assess its applicant, customer, lessee, or developer, any charges associated with such use. When such facilities are located on the private property of the applicant, customer or lessee, the construction charge is that which would apply if the Company provided the construction.
- 1.04 Construction charges are payable when application for service is made or when the account is rendered, at the option of the Company.

2. CONSTRUCTION ON A PUBLIC THOROUGHFARE

- 2.01 Monthly rates and rentals provide for a reasonable amount of construction for each service or facility which is to be considered as the first 161 meters or one-tenth of a mile (route measurement) of such measurement.
- 2.02 When construction, in addition to this reasonable amount as specified in Section 2.01, is furnished to provide the facilities requested by the applicant, customer or lessee, a construction charge applies based on the expense incurred by the Company.

3. CONSTRUCTION ON PRIVATE PROPERTY

- 3.01 When cable is installed to provide service, a construction charge applies based on the expenses incurred by the Company. If the customer or lessee provides, installs and maintains the poles or underground conduit, or does the trenching and back-filling for buried wire or cable, the construction charge will be reduced accordingly.
- 3.02 When construction is required to provide facilities to the building of the applicant, customer or lessee in which service is provided or the facilities are terminated, a construction charge applies based on the expense incurred by the Company.
- 3.03 When it is necessary for the Company to provide special protective equipment because of electrical hazards on the premises of an applicant or customer, the Company may charge the customer all of or part of the expense which it incurs thereby.

See Section 30 Page 1 for an explanation of symbols

CONSTRUCTION CHARGES

4. INTERIOR CONSTRUCTION

4.01 The Company normally installs exposed wiring in buildings except as follows:

- (a) If an applicant, customer or builder provides suitable conduit or other means of concealment, which is acceptable to the Company, the latter installs wiring in it without additional charges.
- (b) Subject to the following conditions, the Company installs concealed wiring in a residential dwelling during construction without additional charge if requested sufficiently in advance by a duly authorized person:
 - (1) The size of the building and the type and stage of construction are, in the Company's opinion, are suitable for the work to be performed.
 - (2) The Company decides the type of wiring to be used and the method of installing it.
 - (3) Should the wiring become unusable after its installation, the Company install other inside wiring by one of the other methods described in this Section.
 - (4) The Company does not guarantee that subsequent changes in or additions to wiring installed during construction will be concealed.

4.02 When the Company otherwise installs concealed wiring at the request of an applicant, customer or builder, the latter may be required to pay the difference between the cost of the work done and the cost that the Company would have incurred for exposed wiring.

4.03 When the Company has to use a non-standard method of wiring or installation because of the type of construction of a building, it may require the applicant, customer or builder to bear any unusual expense that the Company incurs.

4.04 The Company charges a Premise Work Charge for installing each pre-wired outlet at a single line residence, business customer. The activation of the pre-wired outlet is done by the Company at no additional premise work charge. Other elements of the Multi-Element Service Charges apply accordingly.

See Section 30 Page 1 for an explanation of symbols

DIRECTORY LISTINGS

1. GENERAL

- 1.01 These regulations and rates apply to listings in light-face type that appear in the alphabetical directory list of customers' names and in information records.
- 1.02 The Company provides the alphabetical directory list and information service solely to permit the finding of telephone numbers listed. Listings are therefore limited to information essential for this purpose and are to conform to the Company's specifications.
- 1.03 All customers' services are listed except those for which the customer requests privacy. The limitation of the Company's liability in respect of such omission of listings is specified in 80-13.
- 1.04 The customer is to authorize the listings for service including any joint user of the service. Listings of the names of persons, firms, or corporations who are not customers, or of any trade name, must be authorized by such persons, firms or corporations or by the proprietor of such trade name.
- 1.05 The Company prepares listings in accordance with the letters of the English and French alphabets only and may use such abbreviations as it considers necessary.
- 1.06 When two or more Central Office lines are furnished for the same customer one primary listing is provided. Customers with non-equivalent lines may have primary listing for these lines in the form of extra listing if required. C
- 1.07 The Company reserves the right, on proper showing, to discontinue or refuse to accept any listing that is found to be contrary to law or the regulations herein.

2. LISTINGS PROVIDED WITHOUT ADDITIONAL CHARGE

- 2.01 The Company provides one listing in light-face type without additional charge in the alphabetical directory list for the serving Exchange as follows, except where otherwise stated in this tariff: C
 - (a) For each individual line, except that when two or more such lines of the same customer are arranged for equivalent service, only one listing is provided without additional charge.
- 2.02 Emergency call listings may be provided without additional charge for police and fire services, at the discretion of the Company.
- 2.03 Listings are provided without additional charge for specified services such as stipulated in this Tariff.
- 2.04 When a government has numerous separately listed telephone services in one Exchange, the Company may provide, without additional charge, a special directory list of the frequently called telephone numbers, in addition to the regular listings if in its opinion this will facilitate the correct routing of calls to such numbers and thereby substantially reduce the number of telephone requests for information about them. C

3. PRIMARY LISTINGS

- 3.01 A primary listing is the principal listing of the customer's service and of the joint user. Each additional listing, whether chargeable or not, is subject to the regulations for extra listings.
- 3.02 A primary listing consists of the following:

See Section 30 Page 1 for an explanation of symbols

DIRECTORY LISTINGS

- (a) The name of the customer or joint user if a person, firm or corporation, otherwise the name under which the principal business of the customer or joint user is regularly conducted. The name also be that of a person for whose use telephone service is applied for by another person. When a customer has business and residence service in the same name, the name may be omitted from the residence primary listing if the latter is indented under the business listing.
 - (b) The standard designation, for a business listing. If the customer or joint user is engaged in more than one line of business, the designation is that of the principal business or some suitably descriptive term. If the listed name of the customer or joint user indicated the nature of his business, the designation is omitted.
 - (c) The address of the premises at which service is furnished, except that the address may be that of other premises or may be omitted when warranted, in the Company's opinion, by the circumstances (ie. Privacy concerns as in the case of shelters).
 - (d) The telephone number of the service.
- 3.03 When a customer has two or more services, the primary listing for each service in excess of one may be in one of the forms specified for extra listings.
4. **EXTRA LISTINGS**
- 4.01 Extra listings are provided in addition to the primary listing to facilitate the use of the alphabetical directory list and information service. Extra listing which in the Company's opinion are worded to secure the preferential position in the alphabetical list or other undue prominence are not provided.
- 4.02 A business extra listing is one that is identified under the listing of a business service or show the telephone number of a business service, except as specified in Sections 3.02(a) and 4.05(c).
- 4.03 Business extra listings are provided as follows:
- (a) In the names of partners, officers, employees and agents of the customer or joint user.
 - (b) In the corporate or firm names of corporations or firms:
 - (1) In which the customer or joint user holds a controlling financial interest.
 - (2) Which the customer or joint user is duly authorized to represent and which do not maintain an office or branch in the customer's local service area.
 - (3) Which the customer or joint user has taken over.
 - (c) In distinctive names of divisions or branches of the business organization of the customer or joint user when warranted, in the Company's opinion, by the extent of use of such names by the public; otherwise the names are listed as specified in the following paragraph.
 - (d) In the names of divisions, branches and offices that the customer or joint user operates as a part and under the name of his business, other than those mentioned in the preceding

See Section 30 Page 1 for an explanation of symbols

DIRECTORY LISTINGS

paragraph. Such listings are indented under the listing of the principal business of the customer or joint user.

- (a) In the commonly used names that are variations, in form or spelling, of the name contained in another business listing of the customer or joint user.
- (b) In French or English translation of a listing of a customer or joint user in the other language.
- (c) In the form of special instructions to calling persons, other than those previously described.

4.04 Residence extra listings are those that show the telephone number of a residence service and are not associated with the listing of a business service, except as stated in section 4.05(c).

4.05 Residence extra listings are provided as follows:

- (a) In the names of persons who reside in the household of a customer.
- (b) In the names of persons who occupy a customer’s premises temporarily under lease and continue his service without calling in billing.
- (c) In names of persons who reside in premises at which only business service is furnished, the telephone number of that service being listed.
- (d) In names that are minor variations of the name in another residence listing.

5. INITIAL SERVICE PERIOD FOR CHARGEABLE EXTRA LISTINGS

5.01 The initial service period for chargeable extra listings that appear that appear in a directory is the effective period of the directory, except that the service period may be terminated before the end of the directory period upon the conditions specified in 80-21.

6. RATES FOR EXTRA LISTINGS

6.01 The following rates apply for extra listings in light-face type except where otherwise specified in the Tariff:

| USOC | DESCRIPTION | MONTHLY RATE | SERVICE CHARGE |
|-------|--------------------------------|--------------|----------------|
| FLT | Residence Extra Listing – Each | \$1.20 | MESC |
| FLT | Business Extra Listing - Each | \$1.20 | MESC |
| FLT | Foreign Extra Listing – Each | \$1.20 | MESC |
| NONPU | Non-published Listing - Each | \$1.20 | MESC |

NOTE: Each line of a directory notation in the form of special instructions to calling persons (see 4.03(g)) is classed as an extra listing.

6.02 Charges for extra listings are effective from the date of completion of delivery of the directory, except that when listings are placed in information records before that time on request of customers. Charges apply from the date the information records are posted.

See Section 30 Page 1 for an explanation of symbols

PUBLIC TELEPHONE SERVICE

1. GENERAL

- 1.01 The Company furnishes, at its discretion, public telephone service primarily to make outgoing service available to the general public and determines the location of the service.

2. CONTRACT ARRANGEMENTS

- 2.01 The occupant of the premises on which service is to be furnished is to sign the standard public telephone service agreement, except when the Company arranges for space and installs public telephones without providing for supervision by the occupant.

3. LISTINGS

- 3.01 Public telephone services are listed in telephone directories only when the Company considers it necessary for the service in general.

4. EQUIPMENT

- 4.01 Public telephones are equipped with coin-collecting devices.

5. RATES AND CHARGES

- 5.01 A rate of 25 cents applies for each originating local call.
- 5.02 Regular rates apply for message toll service.

See Section 30 Page 1 for an explanation of symbols

BUSINESS AND RESIDENCE SERVICE

1. GENERAL

- 1.01 The Company classifies a customer's service as business or residence for the application of Exchange service rates according to its primary use. C

2. BUSINESS SERVICE

- 2.01 The business classification applies when the service is used primarily or substantially for a commercial, industrial, professional, institutional, vocational or otherwise occupational purpose or for any purpose other than that of a domestic or family nature.

- 2.02 The business classification applies in such circumstances as the following:

- a) When a directory listing indicates other than primarily domestic use.
- b) When the service is advertised or publicized in connection with any non-domestic use; except that the residence service of a person may be publicized in connection with the person's business service where the two services are in the same local service area.
- c) In boarding and rooming houses and other places in which four or more persons are accommodate for payment, and in residence quarters of any club, institution or similar place, where guests, boarders, employees or other persons not members of the customer's household have general access to the service.

- 2.03 If any part of the customer's service is used primarily for a non-domestic purpose or is in location where the business classification would apply, the entire service is classified as business, except that a customer may have the following:

- a) When the customer's residence service is extended to equipment located on the premise of a telephone answering board.
- b) A customer to both Business and Residence service may have either of the following:
 - (1) Connection of residence service with terminating equipment of the customer's business service.
 - (2) An additional telephone connected to the residence at the location of the customer's business service.

- 2.04 When the Company is applying the residence classification but finds that the business classification is applicable, it may henceforth charge the appropriate business rate upon notifying the customer.

3. RESIDENCE SERVICE

- 3.01 The residence classification applies when the service is used primarily for domestic or family purposes and none of the requirements for the business classification exist.

See Section 30 Page 1 for an explanation of symbols

PRIVATE BRANCH EXCHANGE SERVICE

1. GENERAL

No longer under CRTC tariff requirement as per CRTC equipment forbearance decision.

See Section 30 Page 1 for an explanation of symbols

Issued 1995 10 17

Effective date: 1995 12 01

Approved in CRTC Telecom Order #95-1264
November 21, 1995

SUSPENSION OF SERVICE

1. GENERAL

- 1.01 Suspension of service is a temporary discontinuance of service without termination of the customer's contract for service at the customer's request. Suspension and restoration of service are made effective on receipt of reasonable advance notice from the customer.
- 1.02 The terms, monthly rates and service charges specified in Item 2430 and Item 2080 of Part A of the Company's General Tariff apply.

See Section 30 Page 1 for an explanation of symbols

Issued/Publication 07/23/01

Effective date: 08/13/01

Approved in CRTC Telecom Order #2001-637
July 26, 2001