



DigiTelWebs
A Leading Edge Technology Company

Terms of Services

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DigiTelWebs Terms of Services

Welcome to DigiTelWebs! When you use our Services, you're agreeing to these Terms of Service so please read them carefully. To help make them easier to understand, we've included short summaries in text boxes that aren't part of the official terms but are there to help you understand the sections. Please contact us if you have any questions.

The following important document applies to your use of all our Services, our responsibilities to you our customer and your responsibilities as our customer.

These **Terms of Service ("Terms")** apply to your use of all DigiTelWebs' services including, Internet, VoIP, TV, telephone, wireless and any related services ("Services"), and any equipment used with the Services ("Equipment"). In these Terms "DigiTelWebs", "us", "we", "our" means DigiTelWebs Inc. It also applies to your responsibilities as our customer.

The following listed terms, agreements and policies, with amendments, form the entire agreement between you and DigiTelWebs and replace any other written or oral agreement or terms relating to your Services.

1. Introduction

We may need to change aspects of your Service or the Terms and policies that apply to them. If the changes are significant, we will let you know. Services are not available everywhere, and we can't guarantee speeds unless under a service level agreement is in place.

- 1.1. DigiTelWebs services are not available in all areas, coverage is based on signal strength to our repeater sites. Our team can ascertain if service should be available, a site survey (travel may apply) is available to confirm service before the installation. We will advise you on the best antenna location, and if there needs to be a change in service package. Our site survey is available once a service is signed up for.
- 1.2. Our service guarantee to our customers is we will make every feasible effort to connect and keep you connected on our network. Where service cannot be maintained at our specifications for service, either due to changes in our network, trees or other structures we will discontinue your service at no further cost. Our wireless services unless specified under a Service Level Agreement (SLA) is a best effort service.
- 1.3. Speeds are not guaranteed for any connection unless specified under a SLA services are purchased, speeds advertised are up to maximum speed, time of day, load, radio conditions and factors such as Wi-Fi may determine throughput levels received. Maximum speed service levels are only measured at the routers ethernet WAN port. Wi-Fi is unable to be used to determine or verify speed levels due to unknown factors including but not limited to in home interference. Our wireless services are best effort unless SLA Committed Information Rate service is subscribed to.
- 1.4. The Services provided to you are categorized as follows: Term Services are Services that you subscribe to for a committed period of time, lasting more than one month, as stated on your Service Agreement ("Term"); Month to Month Services are Services that you subscribe to on an ongoing basis, but not Term.

- 1.5. If you have a Term agreement with us, after the Term ends, the Services will be provided to you as Month to Month Services unless you cancel them and the terms, rates and charges in market at that time will apply. Promotional features offered for free or at a reduced rate during your Term will not automatically be renewed at those promotional rates after your initial Term ends.
- 1.6. We may need to make changes to these Terms and policies from time to time. You will always find the most current version of these Terms posted on the DigiTelWebs.com website. If we decide that a change is significant we will notify you by email, bill message, or any other method we choose to use. By continuing to use the Services after any changes are made, you agree to be bound by the changed updated Terms.
- 1.7. If we make any significant change to the Services we will give you 30 days' written notice (except where prohibited by law). Examples include changes to Internet speed, hours of availability, included usage, and modifying TV packages.
- 1.8. You cannot transfer or assign your service or Agreement to someone else (unless we approve it in advance). We may not assign or transfer an Agreement or any of our rights and responsibilities under an Agreement without your consent. You are responsible for all charges on your account, including usage charges, collect calls (at the rate set by the telephone company of the person who called you), calls to 900 or 976 numbers and long distance. You are also responsible for:
 - i. making sure that anyone who uses your Services complies with these Terms;
 - ii. protecting the security of any user names or passwords relating to your account so that others do not gain unauthorized access to your Services or account; and
 - iii. making sure that any information you have provided to us is up-to-date and accurate, and letting us know if it changes.

2. Payment

We email you your bill monthly for regularly occurring Services in advance, and Pay-per-Use services after you use them. If you don't pay by the due date on your bill, a late payment charge will apply, and/or your service will be disconnected.

- 2.1. We will email you monthly bill statements for payment. Paper copies are not available. Monthly recurring Service charges will start on 1st business day of the month immediately after activation date of the Service(s) or the installation of Equipment, whichever is earlier and are billed 1 month in advance. This means that your bill will include monthly recurring Service charges for the next month. Pay-per-Use Services will be billed after you use them.
- 2.2. The start and end date of your Service Period is displayed on the first page of your bill. Your payment is due on the date shown on your bill. If you don't pay your bill by that date, we will apply a late payment charge to your account in the amount shown on your monthly bill. Your payment is due even if you didn't get a bill. If we didn't bill you, or we billed you the wrong amount, we have 6 months from the date the charge was made to correct your bill.
- 2.3. To make sure you have time to confirm the charges on your bill, you have 30 days from the bill statement date to review your charges and contact DigiTelWebs with any dispute. However, you must pay any non-disputed amounts by the date shown on your bill. After 30 days, all amounts appearing on your bill are deemed to be valid. Amount owing in full not received by the due date will result in interest charges on the full bill amount and/or will result in disconnection of your service.
- 2.4. If you set up a pre-authorized payment plan, we will automatically withdraw the amount owing each month from your credit card or bank account. We may also withdraw any other amounts due from you, including late payment charges. To avoid late payments, let us know if there are any changes to your credit card or bank account information. If you want to cancel or make changes to your pre-authorized

payment plan, you agree to notify us at least 15 days in advance.

- 2.5. If you are on a pre-authorized payment plan using a credit card and the bill is the same from month to month, no paper statement will be issued as your credit card statement will show the amount charged.
- 2.6. In exceptional circumstances prior to the normal billing date we may request an interim payment from you for the charges that have accrued, providing you with details regarding the Services and charges in question. In these cases, the charges can be considered past due when the time period we specify for such payment has lapsed.
- 2.7. Unless otherwise expressed as part of your rate plan or add-on, telephone long-distance usage is rounded up to the nearest minute. If you use part of a minute you will be billed for the entire minute. Long-distance charges apply from the time you press “send” or otherwise connect to our network until you press “end” or the call is otherwise disconnected.

3. Pre-payment and Credit Limit

In some cases, we may require a pre-payment. If we do, the payment will apply to your first invoice from DigiTelWebs. We may also apply a spending limit to your account.

- 3.1. We may require a pre-payment toward your first invoice or impose other payment requirements such as pre-authorized payments. We will decide how to apply payments you make, at any time, to amounts that you owe us.
- 3.2. Upon notice to you, we may assign or change a spending limit on your account at any time. If you exceed this limit we may suspend your account.

4. Customer Initiated Termination

We hope you don't cancel your Service - but if you do, you have to pay us for Services we already provided to you and any applicable termination fees or other fees set out in your Service Agreement. You will also be responsible for returning any DigiTelWebs Equipment.

- 4.1. To cancel your Services requires 30 days written notice. Contact DigiTelWebs with the date you want the termination to be effective. If you rely on a new service provider to cancel your Services for you, it is up to you to confirm that your new service provider has canceled your Services with us – if the new service provider has not sent us a notice to cancel, you may still be billed by us and will be required to pay for Service(s) we have not terminated.
- 4.2. If you cancel your Services, you must pay all fees and charges incurred up to the termination date and any applicable termination fees or other fees as set out in your Service Agreement.
- 4.3. Upon cancellation you must return all DigiTelWebs owned Equipment at your expense, or you agree to pay the undiscounted retail value of the Equipment plus any costs we incur in getting it back.
- 4.4. A reconnection fee will apply if you reconnect after a suspension or termination of service.

5. DigiTelWebs Initiated Termination or Suspension

We don't want to cancel or suspend your Service, but we may have to if you don't comply with our Terms and policies, or for other reasons we determine are necessary. If your Service is cancelled or suspended, you will have to pay for the Services we already provided to you and any applicable termination fees. You will also be responsible for returning any DigiTelWebs Equipment.

- 5.1. DigiTelWebs may cancel any of your Services, accounts or Service Agreements, as long as we give you at least 14 days' notice (except where prohibited by law).
- 5.2. If your Services are canceled, you must pay all fees and charges incurred up to the termination date and any applicable termination fees or other fees as set out in your Service Agreement. If your Services are suspended, you will continue to pay the monthly recurring charges during the suspension.
- 5.3. Upon cancellation you must return all DigiTelWebs Equipment at your expense, or you agree to pay the undiscounted retail value of the Equipment plus any costs we incur in getting it back.
- 5.4. We have the right to restrict, block, suspend, disconnect, cancel or refuse to provide any or all of your Services, accounts or identifiers in any way, including 9-1-1 service, without notice or liability to you, if:
 - i. you have not paid for your Services by the due date;
 - ii. DigiTelWebs would have to incur unanticipated, unusual or unreasonable expenses to provide any Service;
 - iii. you are in breach of these Terms and any related policies, including our acceptable use policy;
 - iv. you fail to provide or maintain a reasonable payment or alternative when we ask you to;
 - v. you fraudulently or improperly seek to avoid payment to us;
 - vi. you exceed your credit limit;
 - vii. you use, permit or encourage others to use any of the Services for the purposes of making or sending annoying or offensive calls or messages, for any cyberbullying or harassment, or in a manner that is illegal or that would give rise to civil liability, or otherwise violate applicable laws;
 - viii. you re-arrange, disconnect, remove, repair or otherwise interfere with DigiTelWebs' Equipment or if termination or suspension is necessary to protect DigiTelWebs' facilities, Equipment or network;
 - ix. you or someone on your behalf act unreasonably towards DigiTelWebs or its employees or agents or engage in conduct which we consider to be unacceptable;
 - x. we reasonably suspect or determine that any of your account, identifiers, Services or Equipment is the subject of fraudulent, unlawful or improper usage or usage that adversely affects our operations, networks or our Services;
 - xi. we need to install, maintain, inspect, test, repair, remove, replace, protect, modify, upgrade or improve the operation of the Services, the Equipment or our networks; or

- xii. we reasonably believe that there is an emergency or circumstance that would warrant such action.

5.5. If we restrict, block, suspend, disconnect or cancel your Services or accounts:

- i. you must pay the monthly recurring charges and any amounts owing;
- ii. we may also restrict, block, suspend, disconnect or cancel, without notice or liability, any other Services or accounts that you have with us;
- iii. you may be charged for any costs incurred by us in connection with your breach of these Terms, including collection and legal costs;
- iv. your access to emergency or special needs services (including 9-1-1 and public alerts) may also be restricted, blocked, suspended, disconnect or cancelled; and
- v. you may not be able to regain access to your previous telephone numbers, email addresses or any other identifiers following a termination of your Service.

5.6. A reconnection fee will apply if you reconnect after a suspension or cancellation of service.

5.7. If we remove our Equipment or facilities we will not, nor are we required, to alter, repair or re-install wiring or other facilities – but if we fail to remove it, it does not mean we have abandoned it.

6. Access to Your Premises

We may need access to your premises so we can install, upgrade, repair or disconnect your Services and recover our Equipment. We rely on you to make sure we have permission from the property owner when you agree to let us enter. You can always ask for DigiTelWebs identification if anyone is accessing your premises on our behalf.

- 6.1. You authorize DigiTelWebs' employees and agents to enter or have access to your premises as necessary at mutually agreed upon times to install, maintain, inspect, repair, remove, replace, investigate, protect, modify, upgrade or improve the operation of our services, the Equipment, our facilities or networks. If you are not the owner of the premises, it is your responsibility to obtain and maintain these access rights for us and you warrant that you have such consent before we enter or access the premises.
- 6.2. If any of your Services or accounts have been cancelled, you authorize us and our representatives to enter or have access to your premises to disconnect the Services and remove our Equipment, as applicable, given 24 hours or more notice by us.
- 6.3. You allow us to install, at an acceptable location, on your roof or other structure on your premises, an antenna or antennas and other electronic equipment required for the reception and re-transmission of wireless Internet signals for you to receive our wireless Internet service.
- 6.4. You warrant that the roof or other structure is in good state of repair for the installation, maintenance, repair or removal of satellite dish size antenna and supporting mast. Furthermore, you acknowledge that the installation process requires and permit drilling through the structure for the purpose of mounting our equipment and allowing network cable entry. DigiTelWebs is not responsible for any claims, losses, damages or expense relating maintenance of the roof or other structure due to the installation, maintenance, or removal of the antenna or support mast as per Section 12.10 of these terms.
- 6.5. You allow us to access all DigiTelWebs owned outdoor equipment given 24 hours notice.
- 6.6. You can always request to see a valid DigiTelWebs identification before our employee or agents enter

your premises.

7. Equipment

When we provide you with Equipment, it's your job to make sure nothing happens to it. If it is lost or damaged, you will let us know right away. In most cases, the Equipment we provide is owned by DigiTelWebs so if you no longer have Services with us, you must return your Equipment, or you will be charged for it. We will make sure our Equipment is working properly by conducting routine repair and maintenance.

- 7.1. Except for Equipment that you have fully paid for or have agreed to pay for, all Equipment we provide to you remains our property. You may use the Equipment only at the service address identified on your account.
- 7.2. DigiTelWebs is not responsible for any equipment you own (either equipment you paid for, or agreed to pay for, such as your mobile device).
- 7.3. Surge protection must be present on all connections for our ISP warranty to apply. All new single dwelling installations will be provided with basic surge protection. If excessive power surging and fluctuations occur, the cost of replacement hardware and labour will be met by the customer. UPS battery backup and surge protectors are available. Commercial installations do not include surge protection.
- 7.4. Equipment and related software may have to meet certain minimum requirements and be maintained in certain locations for the proper operation of the Services. Such requirements may change from time to time without notice and you are responsible for updating or maintaining your Equipment and software as necessary to meet such requirements. We may, directly or through third-parties, provide software updates for the Equipment, including introducing, modifying or removing software features, remotely installing software, firmware or other updates on your Equipment from time to time, for the continued operation of the Services or the Equipment. If your Equipment or software is not up to date, we may not be able to provide you with customer support.
- 7.5. You are responsible for:
 - i. not tampering with or making any alterations to our Equipment or moving it without our knowledge or permission;
 - ii. making sure our Equipment is not sold, leased, mortgaged, transferred, assigned or encumbered;
 - iii. Provide a power receptacle within 5 feet of house entry point.
 - iv. Equipment remains powered at all times to ensure connectivity to our Services and network. And
 - v. notifying us if any Equipment is lost, damaged, stolen, sold, leased, mortgaged, transferred, assigned, encumbered and paying us the undiscounted retail value of that Equipment, and any costs we incur in seeking possession of it.
- 7.6. Standard Installation includes the installation of our equipment, network cable from antenna into the house entry (demarcation) point, up to five feet, roof mounting of antenna, and termination of network cable.

Commercial installs include installation up to 4 hours and roof mount if required, surge or UPS protection is not included. These are subsidized prices. Parts and labour over and above standard install will be charged if required. All equipment unless indicated remains the property of DigiTelWebs.

8. DigiTelWebs Services

You do not own any telephone number, or any other identifier that we have assigned to you. If you cancel your Services, these identifiers may be assigned to someone else.

- 8.1. DigiTelWebs has partnered with third-party service providers for its Telephony and services.
- 8.2. The CRTC requires DigiTelWebs third-party Telephony provider to make wireline telephone customers' names, addresses and telephone numbers available to publishers of paper and electronic directories and to providers of operator services. DigiTelWebs can request on your behalf to have only a community name assigned to directory publishers, rather than your full address. You can also request to block publication of your telephone number in these directories for an additional fee. However, be advised, that these directories or services may obtain your telephone numbers and address from a source other than DigiTelWebs and its third-party Telephony provide.
- 8.3. Our third-party Telephony provider is directly connected to the E9-1-1 system where it is available. A regulated fee for this service appears on your telephone bill.
- 8.4. You have the right to take (or "port") your phone number to another Canadian provider in most cases. However, please note that you do not own your number. This means that, if you leave DigiTelWebs and its third-party Telephony provider and choose not to take your phone number with you, we have the right to assign your number to another customer.
- 8.5. The Services and any software or, content (including, without limitation, ring tones, full music tracks, graphics, video clips, applications and games) that we provide or sell to you or that you receive or purchase through DigiTelWebs or a third party is for your own personal, lawful, non-commercial use. You will take reasonable steps to protect such software, or content and/or documentation from theft, loss or damage and you are responsible for any charges or usage incurred while your Equipment uses or access this software or content.
- 8.6. DigiTelWebs third party provider may limit long-distance calls to certain high cost areas based on the cost of call termination and other factors and may set long distance rates based on these factors. These regions and rates are subject to change.

9. Acceptable and Fair Usage

- 9.1. Our Acceptable and Fair Usage Policy applies to all data services.
- 9.2. **Illegal Activity**
The use of the Services for any activity that violates any local, provincial, federal or international law, order or regulation is a violation of this Policy. Prohibited activities include, but are not limited to:
 - i. Posting or disseminating material which is unlawful (such as child pornography or obscene material).
 - ii. Disseminating material that violates the copyright or other intellectual property rights of others. You assume all risks regarding the determination of whether material is in the public domain.
 - iii. Pyramid or other illegal soliciting schemes.
 - iv. Any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.
- 9.3. **Security**
You are responsible for any misuse of the Services that you have contracted for, even if the

inappropriate activity was committed by another person accessing your Services with or without your permission. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Services through any means, including, without limitation, wireless or wired network. The Services may not be used to breach the security of another user or to attempt to gain access to any other person's equipment, software or data, without the knowledge and consent of such person. The Services may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, probing the security of other networks or using or distributing tools designed for compromising security, such as password guessing programs or other tools.

The Services shall not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, spamming, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software that contains a virus or other harmful feature is also prohibited. You are solely responsible for the security of any device you choose to connect to the Services, including any data stored on that device. DigiTelWebs recommends that any files or services you choose to make available for remote access be protected with a password or as otherwise appropriate.

9.4. [Inappropriate Content](#)

There may be content on the Internet or otherwise available through the Services which may be offensive to some individuals, or which may not be in compliance with local laws, regulations and other rules. For example, it is possible to obtain access to content that is pornographic or offensive, particularly for minors. DigiTelWebs does not assume any responsibility for the content contained on the Internet or otherwise available through the Services. You assume the risk of accessing content through the Service, and DigiTelWebs shall not have any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content. Customers may want to use a program capable of restricting access to sexually explicit material, or any other content that the customer wishes to restrict on the Internet. Content questions or complaints should be addressed to the content provider.

You are solely responsible for any information that you publish on the web or other Internet services. You must ensure that the recipient of the content is appropriate. For example, you must take appropriate precautions to prevent minors from sending and receiving inappropriate content and/or participating in cyberbullying. DigiTelWebs reserves the right to refuse to post or to remove any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

For the purposes of this policy, "content" refers to all forms of communications including, without limitation, text, graphics (including photographs, illustrations, images, drawings, logos), executable programs, audiovisual recordings, and audio recordings.

By using the Services to reproduce, publish, display, transmit and distribute content, a user is warranting that the content complies with this Policy and authorizing DigiTelWebs to reproduce, publish, display, transmit and distribute such content as necessary for DigiTelWebs to deliver the content in a timely manner.

9.5. [Unsolicited Messages](#)

The Services may not be used to send unsolicited bulk, commercial messages or for any other unsolicited communications. This includes, but is not limited to, bulk mailing or messaging of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such messages may only be sent to those who have explicitly requested it. The Services may not be used to send messages to any individual who has indicated that he/she does not wish to receive messages from you.

The Services may not be used to collect responses from unsolicited messages sent from accounts on

other Internet hosts or messaging services which violates this Policy or the acceptable use policy of any service provider. Moreover, unsolicited messages may not direct the recipient to any web site or other resource that uses the Services. Forging, altering or removing email headers is prohibited.

You shall not reference the DigiTelWebs network (e.g. by including "Organization: DigiTelWebs" in the header or by listing an IP address that belongs to the DigiTelWebs network) in any unsolicited messages even if that message is not sent through the DigiTelWebs network.

"Mail bombing" is prohibited. That is, you may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain letters is similarly prohibited, whether or not the recipient wishes to receive such mailings.

9.6. [User-Generated Content Services](#)

"User-Generated Content Services" or "UGC Services" refers to any services that allow an end user to post, upload or generate content online to be shared with a limited or unlimited number of recipients and may include, without limitation: newsgroups, online forums, message boards, chat programs, wiki's, photo sharing services, customer review sites, video sharing services, blogs and web hosting.

Any UGC Services accessed through the Services must comply with social media site UGC Service's written charter, policies or FAQs. You may only post advertisements, solicitations, or other commercial messages in the UGC Service if that service's charter, policies or FAQs explicitly permit them. You are responsible for determining the policies of the UGC Service before posting to it.

You must adhere to daily volume, file size and format restrictions of any social media UGC Service. Unless specified in the UGC Service's charter, policies or FAQs, you must not forge, alter or remove any information from the UGC Service. This includes attempting to circumvent the approval process for posting to a moderated newsgroup.

DigiTelWebs has no obligation to monitor the content of any UGC Service and is not liable for any claims, losses, actions, proceedings, suits, liabilities, damages, settlements, penalties, files, costs and expenses arising out of or relating to the content of any such service.

You must not use the social media UGC Service to perform "flooding." Flooding is defined as deliberately repeating actions in quick succession to fill the screens of other users with text or other content.

Any computer or other device connected through the Services may not maintain more than two simultaneous chat connections. This includes the use of automated programs, such as "bots" or "clones". Automated programs may not be used when the account holder is not physically present at the device.

The Services may not be used to send messages which disrupt another user's equipment, software, hardware, or other user display. Forging, altering, or obscuring your identity (other than using a nickname from which Eastlink could if necessary determine your real name) while participating in chat sessions is forbidden.

9.7. [Bandwidth, Data Storage and Other Limitations](#)

You must ensure that your activity does not improperly restrict, inhibit, or degrade any other user's use of the Services, nor represent (in the sole judgment of DigiTelWebs) an unusually large burden on the network itself, such as, but not limited to, peer-to-peer file sharing programs, serving streaming video or audio, mail, http, ftp, IRC, DHCP servers, and multi-user interactive forums. DigiTelWebs reserves the right to set specific limits for Bandwidth Usage and other elements of service at any time.

You must ensure that your activity does not improperly restrict, inhibit, disrupt, degrade or impede DigiTelWebs ability to deliver the Services and monitor the Services, backbone, network nodes, and/or other network services or components.

9.8. [Fair Usage](#)

Using the internet for more bandwidth-intensive purposes may impact the service experienced by customers on the network. Our goal is to ensure that we manage our network in such a way that no customer, service or application consumes excessive bandwidth which may impede the delivery of bandwidth fairly to all customers. In addition to high capacity uses that in aggregate impact the service to all users, a small percentage of customers are also responsible for a disproportionate share of data usage on our network. To minimize the impact that heavier users might have on the experience of other DigiTelWebs subscribers, DigiTelWebs uses traffic management policies to ensure proportional access to its network.

To ensure fairness for all subscribers during high peak hours, DigiTelWebs recommends that high bandwidth usages, such as large file transfers, or operating system upgrades be scheduled between the hours of 12:00 to 7:00am.

9.9. [Peer-to-Peer Traffic](#)

Some Peer-to-Peer (P2P) applications used for non-real-time file sharing can consume a disproportionate amount of bandwidth causing disruption to other customers on DigiTelWebs' network. This policy has been introduced to address any congestion caused by these P2P applications.

This P2P policy prioritizes real-time interactive activities such as browser applications (like Internet Explorer, Safari and Chrome), banking, email or VoIP services. By better balancing the internet traffic, it helps protect and improve the performance of standard applications. For the majority of DigiTelWebs customers, the Internet experience is unaffected and both upstream and downstream bandwidth will be available to optimize our customer's Internet experience.

9.10. [Resale, Sharing, Distribution, Servers](#)

i. Consumer Services

Your service is intended solely for your personal and non-commercial use; without limitation, you may not use the Service or any equipment provided in connection with the Service for operation of an Internet service provider's business or for any other non-residential purpose.

You are not permitted to run a high bandwidth server in connection with the DigiTelWebs residential service or to provide network services to others via the DigiTelWebs residential service. Examples of prohibited high bandwidth server include, but are not limited to, running servers for mail, http, ftp, irc, and dhcp, and multi-user interactive forums.

ii. Business Customers

The above consumer restrictions regarding resale, sharing, distribution and use of servers also apply to all business customers, except to those business customers who are expressly allowed for this activity as defined by our Committed Information Rate (CIR) Internet Service package.

10. [Privacy](#)

Your privacy is important to us – please review our [Customer Privacy Policy](#) which describes in detail our privacy commitment to you, and what personal information we collect, use and disclose in order to provide and improve our service to you.

10.1. DigiTelWebs is committed to protecting your privacy and we take all reasonable steps to ensure that your personal information is safe and secure in compliance with applicable privacy laws and regulations.

10.2. With respect to your telephone service, unless you provide express consent, or disclosure is pursuant to a legal power, all information held by DigiTelWebs regarding you (other than your name, address and listed telephone number) is confidential and will not be disclosed by DigiTelWebs to anyone other than:

- i. you; or a person you have authorized;

- ii. a person who, in our reasonable judgment, is seeking the information as your agent;
- iii. another service provider, provided the information is required for the efficient and cost-effective provision of telephone and disclosure is made on a confidential basis with the information to be used only for that purpose;
- iv. a company involved in supplying you 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;
- v. an agent we retain in the collection of your account, or to perform other administrative functions and to assist in providing your Services, provided the information is required for and is to be used only for that purpose;
- vi. an agent we retain to evaluate your creditworthiness (as well as providing such information to credit reporting and collection agencies, if applicable), provided the information is required for and is to be used only for those purposes;
- vii. a public authority or agent of a public authority, if in the reasonable judgment of DigiTelWebs, 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:
 - a. written consent;
 - b. oral confirmation verified by an independent third party;
 - c. electronic confirmation using a toll-free number or via the Internet;
 - d. oral consent, where an audio recording of the consent is retained by us; or
 - e. 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. Your Use of the Services

If we believe that your use of our Services or Equipment is affecting our ability to provide services, may violate these Terms or is illegal in any way, we have the right to monitor your use of the Services.

- 11.1. DigiTelWebs has the right, but not the obligation, to monitor use of the Service (other than voice Services) or the Equipment, and to review and retain such content, material or information as may be required to manage our network, comply with laws or address allegations of illegal content or violations of other parties' rights.

12. Warranties, Indemnity and Limitations of liability

DigiTelWebs works hard to provide the best Services we can, but we can't promise it will always be perfect. Our Services are provided as is, without warranties. We hope you enjoy your Services, but if there is service interruption or other loss to you, our responsibility is limited.

- 12.1. DigiTelWebs will cover repairs and restoration of all equipment owned by DigiTelWebs excluding equipment that has tampered or intentionally damaged. Equipment that has been misused or intentionally damaged by the subscriber, they will be invoiced for the replacement of the damaged unit(s).

- 12.2. The Services or access to the Services, including 9-1-1, public alerts or special needs services, may be impacted by factors beyond our reasonable control and may not function correctly or at all in the following circumstances:
- i. if your Equipment fails, is not configured correctly or does not meet DigiTelWebs' requirements;
 - ii. if you install certain third-party applications on your Equipment;
 - iii. in the event of a network outage or extended power failure;
 - iv. if you tamper with or, in some cases, move the Equipment; or
 - v. following suspension or cancellation of your Services or account.
- 12.3. To the extent permitted by applicable law, DigiTelWebs makes no warranties, representations, claims, guarantees or conditions of any nature, express or implied, including fitness for a particular purpose, merchantability, title or non-infringement, with respect to any DigiTelWebs services. DigiTelWebs assumes no liability for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of any the Services (including any service outage), even where such unavailability occurs after installation of the Services.
- 12.4. Services are available in DigiTelWebs' on compatible devices where technology permits. DigiTelWebs may
- i. make changes to the network or other facilities (including changing technology, and, to provide a good experience for the majority of our customers and minimize capacity issues and degradation in network performance, we reserve the right to limit or restrict your usage or to terminate your subscription to either a feature or to the Service generally and to refuse to provide you Services thereafter);
 - ii. enlarge, reduce or change coverage areas; and
 - iii. change or end third-party service partner relationships, all at our discretion, without notice. DigiTelWebs and its partners are not liable for any changes in your ability to use the Services or the device resulting from such changes.
- 12.5. Some Services (including 9-1-1 services) may not be available on all telephony devices (whether provided by DigiTelWebs or not). You are responsible:
- i. to ensure your service plan is compatible with any device (whether provided by DigiTelWebs or not), and
 - ii. for charges that arise if you change the settings of your device. Wireless modems, wireless Internet sticks, and other data-only devices do not provide access to 911 services.
- 12.6. Equipment purchased from DigiTelWebs are under standard 12-month manufacturers warranty. Routers must be returned to DigiTelWebs to send to supplier to verify if under warranty. In the case of a replacement router being sent out, the replacement charge plus freight will be charged to your account. Once the faulty router is returned and verified under warranty your account will be credited minus the shipping charge. If router is not covered by warranty all charges on account will remain.
- 12.7. Your Equipment may be covered by a manufacturer's or other warranty. Please see the materials accompanying your Equipment for warranty information and details. There may also be optional Equipment protection programs made available to you from time to time.
- 12.8. If a technician call-out is required to the subscriber's site, a minimum fee is \$95 per hour applies and must be accepted prior to a technician visit being booked. Cost of travel, parts and labour may apply. If

it found that the DigiTelWebs' equipment is defective, it will be serviced and/or replaced at no cost to customer. If found that the service call is due to subscriber error, then the subscriber will be invoiced on next billing cycle.

- 12.9. To the extent permitted by applicable law, DigiTelWebs' liability for negligence, breach of contract, tort or other causes of action, including fundamental breach, is limited to payment, upon request, for actual and direct damages of a maximum amount of greater of \$20 or an amount equal to the service fees payable during any service outage, including 9-1-1. Other than the foregoing payment and to the extent permitted by applicable law, DigiTelWebs is not responsible to anyone for any damages, including direct, indirect, special, consequential, incidental, economic, exemplary or punitive damages.
- 12.10. In addition to the circumstances described elsewhere in these Terms where DigiTelWebs has already stated it is not responsible for any claims, losses, damages or expenses, to the extent permitted by applicable law, DigiTelWebs is not responsible for any claims, losses, damages or expense relating to:
- i. our entry onto your property to inspect, maintain, repair, relocate or replace any DigiTelWebs Equipment;
 - ii. any missed or delayed installation or other appointment for any Services; (c) any error, inclusion or omission relating to any telephone listings or directories;
 - iii. Installation and removal of DigiTelWebs Equipment;
 - iv. your use of the Services including distribution of content by you or third-parties; or
 - v. any claims that the use of, or any material transmitted through the Services infringes the intellectual property, industrial, contractual privacy or other rights of a third party. More generally, to the extent permitted by applicable law, DigiTelWebs will not be responsible for failing to meet obligations due to causes beyond its reasonable control, including work stoppage, labour disputes and strikes, pandemics, war, terrorism, civil insurrection, any law, order, regulation or direction of any government, failure of the public power grid, unlawful acts, your failure to act in accordance with these Terms, or the act of omission of a telecommunications carrier whose network is used in establishing connection to a point which DigiTelWebs doesn't directly serve, acts of nature and all other force majeure events.
- 12.11. Any credit or refund for any service unavailability or service interruption is entirely at DigiTelWebs' discretion.

If your use of the Services or Equipment results in a claim against us, you will be responsible for our costs.

- 12.12. You agree to hold harmless and indemnify DigiTelWebs against all claims, losses, damages, costs and expenses (including reasonable legal fees and other litigation expenses) resulting from:
- i. your use (or the use by others) of your Service and/or facilities or Equipment, where such use causes damage or harm to another party or the property of another;
 - ii. violation or breach of any term, condition, representation or warranty of these Terms or any applicable policies;
 - iii. use of or inability to use the Service;
 - iv. any content or software displayed, distributed or otherwise disseminated by your use of the Service;
 - v. from damage to any property or person whatsoever, related to the use of the Service or the installation or use of any Equipment, including the high-speed wireless Internet antenna; or

- vi. violation, alleged violation or misappropriation of any intellectual property, industrial, contractual, privacy or other rights of DigiTelWebs or any third party or any alleged libel or slander by a third party against you.

13. General

- 13.1. These Terms are governed by the federal laws and regulations of Canada, including the CRTC's Television Service provider ("TVSP") Code, the Wireless Code and any provincial laws which might apply to DigiTelWebs in the province of Ontario.
- 13.2. You may not use the Service for anything other than your own personal use, or for the subscribed company business use. You may not resell the provided Services, receive any payment or benefit for the use of the Services, or provide Internet access or any other feature of the Services to any third-party.
- 13.3. Even if DigiTelWebs decides not to enforce any part of these Terms for any period of time, the term still remains valid and we can enforce it in the future. Also, if any part of the Terms are not enforceable, the remaining terms will continue to apply.
- 13.4. Upon termination of your Service, all accrued obligations or liabilities and the provisions which by their nature are intended to continue beyond such termination will remain in effect.
- 13.5. Some of our Services may be offered or described as being "unlimited" in nature. This is subject, at all times, to reasonable usage limits for personal use by an individual.
- 13.6. DigiTelWebs, the DigiTelWebs logo and certain product or service names are registered trade-marks or trade-marks of DigiTelWebs. You agree not to copy, display or use in any manner without DigiTelWebs' express prior permission.

Contact us

- Online at www.DigiTelWebs.com or by email at info@DigiTelWebs.com.
- By phone - call 1-888-250-1562, Option 2
- Write to DigiTelWebs Attention: Customer Care, 303-101 Syndicate Avenue North, Thunder Bay, ON P7C 3V4.

DigiTelWebs' goal is to provide you with exceptional customer service and the right solutions for your needs the first time you contact us. We also recognize that there may be a time when we fall short of our goals. In this case, if you wish to express your comments and concerns please contact our Customer Service at the number(s) above or by visiting or chatting online with us at www.DigiTelWebs.com. If our Customer Service Representative is unable to resolve your concerns, please ask to speak with a supervisor. While most concerns are resolved before this step, if you are not completely satisfied please contact our President.

DigiTelWebs' wireless services is in compliance with the CRTC's and the CRTC's Wireless Code that sets out your consumer rights and service providers' obligations for your Internet service. For more information regarding the Code please visit: www.crtc.gc.ca.