
Customer Information Package / Terms of Service

The following information provides a summary of the basic rights and obligations of both NanoFibre (also referred to as “the Company”, “we” or “our”) and its’ Customers (also referred to as “you”/”your”) with respect to NanoFibre provision of residential telephone services. These Terms are subject to change without notice. Customers can view NanoFibre Terms of Service, and any updates, on our website at www.nanofibre.ca.

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Network Connection, Service Activation, Service Plan and Usage

Fees

Network connection and services are available to customers in the Columbia Valley where technology permits.

Connection Fee applies to all new fibre connections and may vary according to geographical location. A property is connected to the Network at the standard price applicable for the geographical location only if a subscription for a currently available service is requested at the same time.

Service Activation Fee of \$39.95 applies to activation or re-activation of any service. Service Activation Fee is subject to change. Only when NanoFibre services are activated at the time of initial network connection is/may the Service Activation Fee waived. When more than one NanoFibre service is activated at the same time only one Service Activation Fee is charged.

The Termination Fee applies to newly connected customers who cancel their NanoFibre service subscription within three months of Network Connection. Termination Fee amount may vary depending on the length of subscription and the actual cost of Network Connection.

Applicable Service Plan and Usage Fees are charged on monthly basis based on the Service Plan the customer subscribed to and actual usage in a given billing period. Current Service and Plan Fees are provided at www.nanofibre.ca.

Billing Policy

NanoFibre bills customers for applicable Service Plan Fees monthly in advance from the 16th in the current month to the 15th in the next month. Usage charges (long distance calls, web usage, etc.) are billed in the next subsequent billing period. During startup or disconnection of service the basic service is prorated, however prorating does not apply to long distance and other plans.

On your first bill you will see charges associated with the Network Connection and Service Activation, your Service Plan(s) charge(s) which will be prorated for the number of days in the first month that you received our service, plus the next month in advance and any per usage based charges incurred in the first month such as Long Distance calls, Over Limit Web usage, etc.

If we have failed to bill you, or underbilled you for equipment and services, we must correctly bill you within one year of the date the charge was made. You may negotiate payment arrangements on disputed amounts, under reasonable circumstances, and, in such cases, NanoFibre will not charge you interest on the full amount of the correction. These restrictions do not apply if the error was the result of an action, inaction or representation by the Customer.

You must bring invoice inquiries and disputes to NanoFibre's attention within sixty (60) days of the bill date otherwise, you will be deemed to have accepted the bill as accurate in all respects. NanoFibre will review any disputed charge made within this period, provided you continue to pay the undisputed portion of the bill, and any subsequent bills. An adjustment will be made to your bill where NanoFibre determines that your dispute is valid.

Agreement to Pay

The applicable fees, equipment costs, usage charges and services you subscribe to are payable by the due date indicated on your bill. Payments made after the statement date on your bill will be reflected on your next bill. Payments sent by mail are credited the day we receive them. If a bill is lost or not received customers are still responsible for making a required payment.

You must pay your bill on the date shown on the bill. If it is not paid by this date late payment and/or interest charges will apply. Service may be terminated or suspended for failure to pay.

Overdue Accounts, NSF Cheque Charge and Denied Credit Charge

Amounts owing after the due date are subject to a late payment interest charge calculated on the outstanding amount at 2% per month (26.8% per year) until paid in full. Collections proceedings will begin when the customer's account becomes past due.

A Late Payment Charge may be applied to any unpaid balance 25 days after the billing date if administration and/or account processing activities have occurred due to non-payment. The late payment charge for your service will be printed on a bill up to a year after the late payment occurred. Late payment Charge may vary depending on the outstanding amount but cannot be less than \$15.00.

You agree to pay NSF Fee of \$30.00 if your cheque is returned or a credit card payment is denied, for whatever reason. The NSF Fee is subject to change from time to time.

Deposit and Credit Requirements

We may require a deposit or impose other payment or credit requirements (e.g., interim payments; mandatory pre-payments) at any time and on such terms as determined in our sole discretion. Customers do not earn any interest on any deposits or other payments held by us. If your Service is terminated, we will apply any deposits or other payments against the outstanding final balance on your account.

Payment Options

NanoFibre bills can be paid by

- a cheque - note your account number on the cheque and send it to NanoFibre Networks, 1164 Windermere Loop Road, Invermere, BC V0A 1K3
- credit card - call 1-888-342-7317 Monday through Friday 8:30 am – 5:00 pm
- online at the participating banks (Bank of Montreal, Scotia Bank, CIBC, ATB, most Credit Unions, President's Choice)
- a Pre-Authorized Payment Plan from a Credit Card or pre-authorized debit
- cheque or cash at NanoFibre Office In Invermere, Monday through Friday 8:30 am – 5:00 pm

If you choose to make preauthorized payments, you authorize NanoFibre to charge your credit card to collect amounts due from you. NanoFibre will automatically charge a monthly payment to your VISA or MasterCard on the date indicated on your monthly statement.

You agree that you will promptly notify NanoFibre of any changes to your credit card account, billing address or any other information that may prevent payment collection. If you do not pay for the charges you owe us, you agree that we can charge any outstanding amount to your credit card. If you want to cancel a preauthorized credit card, you agree to notify us at least 15 days in advance. Failure to notify us that your card has expired will result in an NSF Fee of \$30.00.

NanoFibre will not suspend service for a disputed amount unless there are reasonable grounds to believe the dispute is to avoid or delay payment. If your service is deactivated because you haven't paid your bill, reconnection charges apply.

Suspension or Termination of Service/Disconnection Policy

NanoFibre may suspend or terminate service if:

- Customer fails to pay an account that is past due;
- Customer fails to provide or maintain a reasonable deposit or alternative when required to do so;
- Customer fails to comply with the terms of a deferred payment agreement;
- Customer fails to provide the Company with reasonable entry and access, at reasonable hours, to install, inspect, repair and remove its facilities and to perform necessary maintenance in cases of network affecting disruptions involving Customer provided facilities;
- Customers use or permit others to use any of NanoFibre's services for the purpose of making annoying or offensive calls or for a purpose or in a manner that would constitute a criminal offence, give rise to civil liability, or otherwise violate any applicable local, provincial, federal or international law, or for the purposes of encouraging or assisting others to do any of the foregoing;
- Customers rearrange, disconnect, remove, repair or otherwise interfere with NanoFibre's equipment or facilities (except in cases of emergency) or if termination or suspension is necessary to protect our facilities, equipment or network;
- Customers violate any provision of NanoFibre's Terms of Service;
- Customers harass, threaten or otherwise act unreasonably towards NanoFibre or its employees or agents; or
- Customers fail to provide payment when requested by NanoFibre.

Where there is a payment to prevent suspension or termination of service, or to reconnect service, and that payment is returned by the bank or declined, NanoFibre may immediately, and without further notice, suspend or terminate service.

Suspension or termination does not affect a customer's obligation to pay any amount owed to NanoFibre. Upon termination, any balance owing shall become due at once. Service charges will continue to accrue during any suspension of service.

If you have paid in advance for service, NanoFibre will rebate the portion that was paid for service for the period after the termination date. Any such rebate will first be applied in payment of any amounts owed to NanoFibre.

Subject to NanoFibre's right to refuse service, NanoFibre will 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. Reconnection charges shall apply.

Where it becomes apparent that suspension or termination occurred in error or was otherwise improper, NanoFibre will restore service during business hours on the next working day, at the latest, unless exceptional circumstances do not permit this, and no reconnection charges will apply. In the event of suspension of service, all features and services, except emergency 911 service and access to NanoFibre's office, will also be suspended or terminated.

NanoFibre cannot guarantee the availability or resumption of any previous telephone numbers following a termination of a customer's service.

Customers shall reimburse NanoFibre for reasonable collection fees and/or pickup charges in the event that NanoFibre finds it necessary to enforce collection and/or preserve and protect its rights under its Terms of Service.

If service is terminated for nonpayment, reconnection charges will apply.

Equipment

Except for Equipment that you have fully paid for, all Equipment (including the Digital Residential Gateway) installed or provided by us remains our property and you agree that:

- you will take reasonable care with such Equipment;
- you may not sell, lease, mortgage, transfer, assign or encumber such Equipment;
- and you will return such Equipment to us at your own expense upon termination of the Services.

If such Equipment is lost, stolen or damaged or sold, leased, mortgaged, transferred, assigned, encumbered or not returned, you agree to pay us the undiscounted retail value of such Equipment, together with any costs incurred by us in seeking possession of such Equipment.

You authorize us and our representatives to enter or have access to your premises as necessary at mutually agreed upon times to install, maintain, inspect, repair or remove the Equipment or to maintain, investigate, protect, modify or improve the operation of our Services or our facilities.

Equipment and related software may have to meet certain minimum requirements and be maintained in certain ways and in certain locations in order to access the Services or for the proper operation of the Services (e.g., 911 services). Such requirements may be changed from time to time at our sole discretion. Unless otherwise specified by us, you are solely responsible for updating or maintaining your Equipment and software as necessary to meet such requirements, and you may

not be entitled to customer support from us if you fail to do so. You must immediately notify us if your Equipment is lost, stolen or destroyed. Should you then wish to terminate your Services, your obligations under the Service Agreement, will apply.

Directories

NanoFibre will make your name, address and telephone numbers available to publishers of paper and electronic telephone directories and to providers of operator services, in accordance with legal or regulatory requirements. However, subject to the 911 service provider exception, you may opt to have your name, address and telephone number listing information omitted from these directories or services by requesting an unlisted telephone number. These directories or services, however, may receive or obtain your telephone numbers and address from a source other than us. We will not be liable to you or to any third party for any error, inclusion or omission with respect to any telephone listings or directories.

Identifiers

Customers do not own any identifier (e.g. telephone number) assigned to them, and we may change or remove any identifier at any time upon notice to the customer.

911 Dialing

NanoFibre offers a form of 9-1-1 service (9-1-1 Dialing) that is similar to traditional 9-1-1 (911) service but has some important differences and limitations when compared with enhanced 9-1-1 service (E911) available in most locations in conjunction with traditional telephone service.

By using or paying for the service, you acknowledge and agree to all of the information below regarding the limitations of using the service for dialing 911. You acknowledge and understand that the service does offer a limited 911 type service and that such 911 type dialing differs in important respects from traditional 911 service, as described below. You agree to advise all individuals of these limitations who may have access to place calls over the Service from the location at which you have installed it, including members of your family.

Voice over Internet Protocol (VoIP) uses the Internet, not a telephone line to connect a telephone call. Although, VoIP acts the same as a traditional telephone and connects you to the Public Switched Telephone Network (PSTN), there are important factors for you to consider regarding the usage of your VoIP service for

emergency calling. This is an important difference which affects the 911 Emergency Services available to you.

911 Service is provided through a third party call centre, therefore, 911 calls may take longer to reach the appropriate Public Service Answering Point (PSAP) than in the case of traditional 911 / E911 calls. When a 911 call is placed using your VoIP service, the intermediate call centre operator must verify where you are calling from. Other differences include, but are not limited to:

- **911** emergency calling from within Canada or the United States of America is subject to the availability of 911 services at the caller's physical location;
 - If 911 is not available from your physical location, directly contact emergency services such as the fire department, ambulance, or police using the direct dialed number for your location;
- **911** dialed emergencies will be routed to a bilingual Emergency Services Call Centre Operator who will speak with you to determine your exact location and telephone number. You will be required to provide your Name, Telephone Number and Address to the call centre operator. This operator will then route your call to the Emergency Services Operator at the (PSAP) serving your geographic location;
 - You should be prepared to confirm your address and call-back number with the PSAP operator. Do not hang up unless told directly to do so and if disconnected, you should immediately dial 911 again.
- **911** emergency service may not be available during a power outage;
 - Power outages or other disruptions may require you to re-set or reconfigure the VoIP equipment and service.
- **911** emergency service is not available during a broadband Internet outage;
- **911** emergency service is not available if your VoIP service or Internet service is terminated;
- You as a subscriber of the service, must notify NanoFibre of any address changes directly. If you fail to notify of address updates, this could result in Emergency Service Personnel being sent to your last registered address (should you be unable to speak during the 911 call). The service address updates will become valid within 24 hours.
- You as a subscriber of the service, must notify all residents (and/or) guests who may be permitted to use your VoIP service of the differences between your 911 service and traditional 911 or E 911 dialing.
- If you do not understand and agree with the limitations and conditions for the VoIP 911 service, you should consider alternate means of accessing traditional or E911 service.

Special Needs Service

NanoFibre provides Message Relay Service for the hearing impaired through a third party. This service can be accessed by dialing 711. Teletypewriter users place or receive calls from hearing and non-hearing persons with the assistance of a relay centre operator. Service is available 24 hours a day. TTY long distance calls are subject to regular long distance charges.

NanoFibre assumes no liability for the content of messages, or for mistakes, omissions, interruptions, delays, errors, or defects, which may occur in the translation or delivery of messages through this service. NanoFibre will not hold any messages for relay at a later point in time. NanoFibre does not maintain records covering the content for any message relayed through this service.

NanoFibre reserves the right to terminate any message which is found to be contrary to law and/or objectionable in any way.

Privacy

NanoFibre supports a policy that protects Customer information, but also provides telephone services that help to balance the privacy interests of callers and the people they call.

Call Management Features

Call Management services such as Call Display, Call Return, Call Answer and Visual Call Waiting provides telephone number information to the called party. If customers have concerns with these features or wish to deactivate them when placing calls, customers may need to contact our Customer Support for information (service charges may apply).

Call Management features that are designed to help protect a customer's privacy and are offered by NanoFibre include:

- Delivery of the privacy indicator when invoked by an end customer;
- Provision of per line call display blocking to qualified end customers;
- Disallowance of Call Return to a blocked number;
- Provision of universal Call Trace;

Disclosure of Subscriber Listing Information

In accordance with CRTC requirements, NanoFibre makes Customers' names, addresses and telephone numbers available to publishers of paper and electronic directories and to providers of operator services. The name, address and telephone number can be omitted from these directories/services by requesting a non-published telephone number.

Non-Published Numbers

Non-published numbers do not appear in the telephone directory and are not available from directory assistance operators. Non-published numbers are included in provincial emergency 911 databases.

Monitoring of Customer Service Calls

If customers have a telephone conversation with our representatives, we may monitor or record the call for coaching and quality control purposes.

Confidentiality of Customer Records

Unless customers provide express consent, or disclosure is pursuant to a legal power, all customer information kept by NanoFibre, other than a customer's name, address and listed telephone number, is confidential and may not be disclosed by NanoFibre to anyone other than:

- the customer;
- a person who, in our reasonable judgment, is seeking the information as a customer's agent;
- 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 customers 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 we retain in the collection of a customer's account or to evaluate the customer's creditworthiness, 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 NanoFibre, 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 when customers provide:

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

Customers may request, in writing, access to any of a customer's personal information that NanoFibre holds. We will provide the information requested if provided with sufficient details of the information sought to allow us to comply with the request and if reimbursement is provided for costs if unusual expenses are incurred to provide the information.

Customer Liability

You agree to hold harmless and indemnify NanoFibre against all claims (including fees and expenses of counsel) resulting from:

- Your use (or the use by others) of your NanoFibre service and/or your codes, facilities or equipment, where such use causes damage or harm to another party or the property of another
- Any content or software displayed, distributed or otherwise disseminated by you using NanoFibre's service, network and facilities or
- (Violation, alleged violation or misappropriation of any intellectual property right, or nonproprietary right, of a third party.

If NanoFibre's equipment or facilities are presently located at, or to be installed on, property or premises that are occupied by a Customer, but not owned by the Customer, the Customer warrants that the Customer has the consent of the owner to place such facilities or equipment on the property or premises and agrees to save harmless and indemnify NanoFibre against all actions, causes of action, claims, or demands arising or resulting from any lack of such consent.

Customers have absolutely no authority to use NanoFibre's trademarks, trade name, logos or designs, nor to act on behalf of NanoFibre.

CUSTOMER LIABILITY FOR CALLS

The customer is liable to NanoFibre for charges for all calls originating at the customer's telephone number, regardless of who may originate such calls, and for all calls received at the customer's telephone number, the charges for which are accepted by any person receiving such calls, regardless of who may accept such charges.

Customer is liable to NanoFibre for all collect calls accepted at the customer's phone number. Charges for collect calls will appear on the local telephone section of your NanoFibre bill and the rates charged will be set by the phone company used by the person placing the call, and NOT by NanoFibre. NanoFibre simply passes through the charges billed by this phone company.

Network Access Agreement and NanoFibre Liability

Please see the Network Access Agreement located at:
<http://www.nanofibre.ca/legal/accessAgreement.html>

If you have any questions or concerns about our services, please contact us through one of the following:

How to Contact Us

You can reach us by:

Web: www.nanofibre.ca

Phone: 1-888-342-7317 or 250-347-2424

e-mail: info@nanofibre.ca, billing@nanofibre.ca, support@nanofibre.ca

mail: NanoFibre Networks

Attn: Customer Care
1164 Windermere Loop Road
Invermere, BC V0a 1K3