

THE FOLLOWING LONG DISTANCE TERMS OF SERVICE APPLY TO ALL LONG DISTANCE SAVINGS PLANS OFFERED BY EastLink, REGARDLESS OF THE REFERENCE BELOW TO EastLink'S "BEST OF 3" PLAN.

EastLink Long Distance Savings Plan Terms of Service

These Terms of Service (referred to throughout as "Terms" or "Agreement") set out the basic rights and obligations of both EastLink and its customers (also referred to as "you"/"your") in relation to EastLink's provision of the EastLink Long Distance Savings Plan (the "Service"), which includes the calling card service. By using EastLink's Service, you acknowledge and agree that you have read and understood these Terms. If you do not agree to comply with all of these Terms, your only remedy is to discontinue your use of EastLink's Service.

"EastLink" includes all businesses owned and/or operated by Bragg Communications Inc., and its affiliated companies, which operate under the business name "EastLink". This includes, but is not limited to: EastLink Cable, EastLink Telephone, and EastLink High Speed Internet.

You understand that the Service cannot be used for Internet access, facsimile broadcast transmissions, wireless/cellular or paging.

Responsibility for Charges

You are responsible for paying all charges and fees incurred through the use of your EastLink Service. These fees and charges include, without limitation, those associated with calls and services that are: (i) made or received using your telephones or telecommunications systems; (ii) made using any password, number, authorization codes or other personal identifier assigned to or selected by you, including any calling card numbers.

You are responsible for the security of: (i) any authorization codes, numbers, passwords or other personal identifiers that may be provided to or selected by you; and (ii) for the access to your telephones and telecommunications systems. In addition, Customers are responsible for paying: (i) applicable taxes; (ii) charges for returned cheques; and (iii) charges for preauthorized withdrawals or credit card payments that have been denied, for whatever reason.

How Your Bill is Calculated

A usage summary will be sent to you for each month in which the Service is used. Each usage summary will list every long distance call made in the period covered by the usage summary and what each call would have cost (before tax) under one long distance plan offered by each of the selected long distance companies in the region in which the telephone is located. Depending on your geographic region, the selected companies will include Sprint Canada, Primus Telecommunications Canada Inc. and your regional incumbent (such as Aliant, Bell Canada, etc.). If there is more than one telephone number registered with the Service and they happen to be located in different Provinces, a different rate comparison may be made for each telephone number.

The total cost for long distance is calculated for each of the selected companies. The lowest cost for long distance is selected. Any credits are subtracted and taxes are added.

EastLink reserves the right to change how it calculates your amount payable, at

any time, with or without notice to you.

Rate comparisons are not made to special promotional offers made by the selected long distances companies.

EastLink selects the companies and their long distance comparison plans at its discretion. The companies and plans may differ, depending on where the primary customer lives in Canada. The companies, the plans, and the number of companies and plans may also change over time, depending on the competitive marketplace for telephone services and the relative popularity of each company's plan. If you wish to find out what the companies and their plans currently are, please see your usage summary or call 18883451111.

If a Calling Card Number is used during the period covered by the usage summary, the summary will list each calling card call and the total cost (before tax) based on the rates outlined in EastLink's Long Distance Calling Card Plan. The rates provided by EastLink's Long Distance Calling Card Plan are subject to change.

Billing and Payment

Payment options available with EastLink Long Distance include: (i) Preauthorized payment (by debiting your bank account or charging a monthly payment to your credit card), (ii) Internet banking (iii) Telephone banking (iv) Payment at specified locations (includes EastLink kiosks, payment agencies, financial institutions), or (v) Mail-in cheques.

You will receive a usage summary monthly. The amount of the invoice will be charged to your credit card account or debited from your bank account on the due date if you have provided this information. Otherwise, you are responsible for paying the amount of the invoice through one of the authorized payment methods listed above on the due date, as indicated on the front of the invoice. A customer's failure to receive an invoice does not relieve that customer of the responsibility to make payment to EastLink by this date. If payment is not received by the due date indicated on the front of the invoice, late payment charges of 2% per month (26.8% per annum), or such other rate as EastLink may set from time to time, will be applied to your total past due account balance. You will be charged \$25.00 for any cheque that is returned unpaid by your bank and for any credit card payment or any preauthorized bank debit that cannot be processed for any reason. Failure to pay all overdue amounts by the specified due date may result in the suspension/blocking of any or all EastLink Services or features.

EastLink has one year after a call is made to post it to a usage summary. This deadline does not apply if EastLink believes, in its discretion, that there has been any deception by you or someone you authorize to use your telephones for long distance calls and/or your calling card number and security code.

If you believe any call on your usage summary may not actually have been made or may be shown incorrectly (including if you believe the call length, time or date is stated wrongly, or the wrong amount is being charged), please contact the

special inquiries phone number on the usage summary. If you do not object to a call by calling the special inquiries phone number within 60 days after the date of the usage summary on which the call appears, your right to require a credit in respect of it is lost. EastLink will review any disputed charge made within this period, provided you continue to pay the undisputed portion of the invoice, and any subsequent invoices. An adjustment will be made to your invoice where EastLink determines that your dispute is valid.

If you incur a significant amount of long distance charges, EastLink is entitled to require interim payment from you. In such case, EastLink will provide you with notice of the advanced payment required and specify the date by which you must remit to EastLink the interim payment or authorize EastLink to draw the amount from your bank account or charge the amount against your credit card account. This amount will be applied towards your long distance charges appearing on your next invoice. Failure to pay by the specified due date for the interim payment may result in suspension/blocking of any or all EastLink services or features. If you dispute a call, your payment in respect of that call will not be considered past due unless EastLink reasonably believes you are disputing the call only to evade or delay payment.

If EastLink believes, in its discretion, that you or anyone you have authorized to use the Service are misusing or attempting to defraud the Service, it may require immediate and full payment from you for all calls made.

If EastLink is unable to collect outstanding amounts by one of the authorized payment options outlined above, EastLink is entitled to demand payment by alternate means.

Credit and Security Deposits

EastLink reserves the right to examine your credit record (including your credit history with EastLink) before it provides, continues, or reinstates service to you. By subscribing to EastLink's Service you: (a) authorize EastLink to investigate your creditworthiness and agree to, from time to time, provide any appropriate authorizations and financial information that EastLink may reasonably request for this purpose; or (b) agree to provide a reasonable deposit or other security, as determined by EastLink and described herein.

EastLink has the right to require a security deposit from customers who: (i) do not consent to a review of their credit record; or (ii) in EastLink's opinion, pose a credit risk to EastLink. If, at any time, EastLink considers your current security deposit to be insufficient, EastLink may require a further deposit from you.

EastLink alone will determine how your deposit (or other security) will be allocated in order to satisfy your outstanding accounts. Deposits earn interest at the normal savings account rate of the Bank of Nova Scotia. This interest is calculated on the balance of the deposit, and is based on the annual average rate. Where: (i) the conditions that originally justified a deposit are, in EastLink's opinion, no longer present; or (ii) Service is terminated, EastLink will promptly refund or credit the deposit, with interest, retaining only any amount then owed to EastLink by the Customer. Despite the foregoing, alternate arrangements can be made upon mutual consent of the Customer and EastLink.

EastLink reserves the right to: (i) assign a credit limit to a customer's account; and/or (ii) change a customer's credit limit, at any time. When EastLink establishes a credit limit on a customer's account, service may be suspended or terminated if, at any time, the customer's account balance (including unbilled usage and pending charges, fees and adjustments) exceeds the established credit limit.

Limitation of Liability

EastLink does not guarantee that the Service will be uninterrupted or errorfree. Except with regard to physical injuries, death and damage to premises/property, where such injury, death or damage is wholly caused by EastLink's own negligence, EastLink's liability for: (a) negligence, breach of contract, tort, or any other cause of action; (b) any loss, omissions, delays, errors, defects or failures in EastLink's Service, equipment, network, or facilities; and (c) any other action or inaction of EastLink, is limited to a refund, upon request, of the applicable fees or charges for the affected Service.

Under no circumstances shall EastLink be liable for any indirect, special, consequential, exemplary or punitive damages, whatsoever, including any interruption of business or lost profits, even if such damages were reasonably foreseeable.

Notwithstanding the foregoing, EastLink is not liable for:

- (a) any disruption or unavailability of the Service;
- (b) for any act or omission of a third party (including, without limitation, any telecommunications carrier or other service provider that participates in providing any part of the Service);
- (c) if the EastLink Long Distance Savings Program is cancelled in whole or in part;
- (d) if EastLink terminates or suspends your access to all or any part of the Service;
- (e) for any content transmitted on the Service, including content that is defamatory, annoying, offensive, or infringes any intellectual, privacy or other right;
- (f) any act or omission by you;
- (g) any event beyond the reasonable control of EastLink, including, but not limited to: (i) acts of God; (ii) inclement weather, including lightning; (iii) labour disputes; (iv) riots or civil disputes; (v) war or armed conflict; or (vi) any law, governmental order, decision or regulation, or order of any court of competent jurisdiction;
- (h) the operation or failure of your equipment or facilities; or
- (i) any failure to activate the Service on a particular date.

There is no express or implied warranty or condition, whether of merchantability, fitness for a particular purpose, or otherwise, with respect to any Services or products provided to you by EastLink.

Your Liability

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

(a) Your use (or the use by others with your explicit or implicit consent) of: (i) your EastLink Service, and/or (ii) your codes, facilities or equipment, where such use causes damage or harm to another party or the property of another; and

(b) Violation, alleged violation or misappropriation of any intellectual property right, or nonproprietary right, of a third party;

Customers have absolutely no authority to: (a) use EastLink's trademarks, trade name, logo or designs; or (b) act on behalf of EastLink.

Termination

EastLink is entitled to cancel or change the EastLink Long Distance Savings Plan in whole or in part at any time, with or without notice. EastLink has the right to place you in the most appropriate EastLink long distance savings plan if the current plan is discontinued for any reason. Customers will be placed in the plan that is the most advantageous to them according to their past calling patterns.

EastLink may terminate your access to the service for any reason by giving you seven (7) days prior written notice sent to you at the address to which usage summaries are sent. EastLink also reserves the right to immediately suspend or terminate your access to the Service, with or without notice, if EastLink believes, in its discretion, that: (i) you have failed to pay your account when due; (ii) you have failed to provide or maintain a reasonable deposit (or alternative), as described herein; (iii) you have failed to comply with the terms of a negotiated payment arrangement; (iv) you may have breached these Terms of Service; (v) you or anyone you have authorized to use the Service may be misusing or attempting to defraud the Service; (vi) you or anyone you have authorized to use the Service may be making telephone calls that are annoying or offensive; (vii) you are harassing, threatening or otherwise acting unreasonably towards EastLink or its employees or agents (e.g., the making of numerous unwarranted requests for credits); (viii) you use or permit others to use the Service in a manner that prevents fair and proportionate use by others; (ix) you use or permit others to use the Service in a manner that is contrary to the law; or (x)

termination is otherwise advisable to preserve the integrity of the network, protect the safety or security of others, stop the commission of any offence, in an emergency situation or to comply with laws and regulations. EastLink need not provide you with any reason for terminating your access to the Service.

Your access to the Service will be terminated if your credit card account or bank account is closed (unless you designate another credit card or bank account). As well, if at any time your credit card account is not in good standing, your access to the Service may be terminated with no notice to you.

If the EastLink Long Distance Savings Plan is terminated or your access to the Service is terminated under these Terms, you are liable to EastLink for all calls made before termination is effective. Upon termination, any balance owing shall become due at once.

The customer shall reimburse EastLink for reasonable collection fees and/or Pickup charges in the event that EastLink finds it necessary to enforce collection and or preserve and protect its rights under these Terms.

Your Right to Cancel

EastLink permits you to cancel your Service at any time by contacting Customer Care at the number shown on your invoice. You will be responsible for all charges incurred up to the effective cancellation date, which may be later than the requested cancellation date due to administrative requirements.

Customer Privacy

EastLink values its relationship with its customers and is committed to the protection of your personal information. The following provisions provide a brief overview of EastLink's policies and procedures with respect to the confidentiality of customers' personal information. For more detailed information, please consult EastLink's Customer Privacy Policy and Code of Fair Information Practices, copies of which may be obtained online (at HYPERLINK "<http://www.eastlink.ca>" www.eastlink.ca) or by contacting EastLink Customer Care.

EastLink collects, uses and discloses customers' personal information in order to provide EastLink Services to you. In addition, we may collect, use and disclose personal information to: establish and maintain a responsible commercial relationship with you; provide better customer service, including keeping customers informed of new products, services and promotions; and to help us better understand your communications needs and preferences, enabling us to develop, enhance, market or provide products and services that best suit our customers.

The personal information that EastLink collects includes customers' names, addresses, phone numbers, credit information, billing and payment information and information about service subscriptions and usage.

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

- (a) The customer;
- (b) A person who, in the reasonable judgment of EastLink, is seeking the information as an agent of the customer;
- (c) Another telephone company, provided the information is required for the efficient and costeffective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose;
- (d) 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; or
- (e) An agent retained by EastLink in the collection of the customer's account, provided the information is required for and is to be used only for that purpose.

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 through the use of a tollfree number; or (d) electronic confirmation via the Internet.

EastLink's liability for disclosure of information contrary to this section is not limited by the provisions of "Limitation of EastLink's Liability", herein.

You may request access to any personal information that EastLink holds with respect to you. We will provide the requested information if: (a) you have given EastLink written notice and sufficient details of the information sought to allow us to comply with the request; and (b) you agree to reimburse EastLink if we would incur unusual expenses to provide the information.

Information Sharing

Where required for credit card or direct withdrawal billing purposes you consent to your credit card issuer or your bank providing information to EastLink about your credit card account and your bank account. You consent to EastLink disclosing information about you to its underlying network carrier and any other service provider that participates in providing any part of the Service if the disclosure relates to the establishment or provision of the Service. You also consent to the disclosure of call information by EastLink or its representative to a person who, in the reasonable judgment of EastLink, is acting as your agent, and is inquiring about the correctness of calls made and/or the amount payable, as set out on a usage summary.

Changes to Program Terms

These Terms may be changed by EastLink, from time to time, without notice to customers. You can obtain updated Terms at EastLink's website (www.Eastlink.ca) or by contacting EastLink Customer Care. Your continued use of EastLink Services following the posting of updated Terms on EastLink's website constitutes deemed acceptance of any such changes.

Miscellaneous

The right to use your EastLink Service is personal to you. It is not transferable to any other person or entity, and is not for resale or resupply to others.

These Terms shall be governed by: (i) the laws applicable in the province where your Service(s) is provided; and (ii) the laws of Canada.

EastLink's waiver of a breach of these Terms, or any right hereunder, shall not constitute a waiver of any subsequent breach of these Terms; nor shall any delay by EastLink to exercise any right under these Terms operate as a waiver of any such right.