

MORE FOR MY
FAMILY
IS
MY EASTLINK
ADVANTAGE



TELEPHONE
USER GUIDE
EASTLINK

IT'S FOR YOU

Welcome to EastLink Telephone.

EastLink Telephone is the exact same service you are used to. The only difference is the way we do it and the value we pass long to you.

Every call you make is seamlessly connected over the EastLink Digital Fibre Optic network. Just as this network delivers Digital TV and High Speed Internet, it also moves phone traffic. Our network capacity and the technology we use make it possible to deliver the crystal-clear sound that you expect from your phone service. And that's just the beginning. We also offer as many or as few of the value-added Calling Features you want.

We also know, the best technology is only as good as the people behind it. The EastLink Customer Care Team are there if and when you need them. We know how important your telephone service is to you.

For your reference, we offer this handbook which outlines our telephone service in detail and provides information relevant to EastLink customers. Thank you for choosing EastLink and if you have any questions, give us a call!

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1.0

REPAIR SERVICE

To ensure uninterrupted service, EastLink monitors the network 24 hours a day, 7 days a week. In the event that you do experience a problem with your telephone line, please contact our repair service.

Call: 1-888-345-1111

2.0

IMPORTANT NUMBERS

Emergency (Fire, Police, Ambulance) **911**

Help Line **1-800-420-8336**

Kids Help Line **1-800-668-6868**

Doctor _____

Hospital _____

Poison Control _____



3.0

DIRECTORY & OPERATOR ASSISTANCE

EastLink operators are available to assist you 24 hours a day, 7 days a week for your long distance calling needs.

3.1 OPERATOR ASSISTED CALLS

Press **00** if you require assistance in making a long distance call.

If you wish to make an operator-assisted call but dial the number yourself,

Press **0** + **area code** + **phone number** and the system will guide you.

Surcharges apply to long distance calls requiring an operator.

Note: A Long Distance plan that includes operator service is required to access long distance operator assistance.

3.2 DIRECTORY ASSISTANCE

Looking for a local phone number? Press **411**.

Looking for a phone number outside of your calling area?

Press **1** + **area code** + **555** - **1212**.

A nominal charge applies per directory assistance request, whether you are looking for a new or existing listing.

Note: A Long Distance plan that includes operator service is required to access long distance operator assistance.

3.3 DIRECTORY LISTINGS

Looking for a number?

You can locate a phone number using www.411.ca

If you require a copy of your local telephone directory please contact an EastLink Customer Care representative.

4.0

SERVICES

EastLink service packages have been designed around choice — your choice. Whether you just want the basics, an arm load of calling features or something in between, you can design the package that best suits your needs, at a price that's less than you're used to.

Guaranteed!

4.1 RESIDENTIAL

Count on rock-solid reliability with our telephone lines. You plug into a digital network we built from the ground up. Our basic residential service package includes a single phone line and one residential white pages listing in the telephone directory.

Second Line

EastLink offers a second phone line for the same competitive rate as your first phone line.

EastLink has simplified the process and lowered the cost of adding calling features to your standard phone service. Add any single calling feature to your basic phone line service for one low, flat monthly rate. If you can't choose just one, add any three features or if you would prefer to have all of the features all of the time, EastLink offers a full-service feature package at an affordable flat monthly rate. See section 5.0 for more information on available calling features.

4.2 LONG DISTANCE

Answer the call for long distance savings, choice and convenience. Choose from one of our exclusive Long Distance Savings Plans for EastLink Telephone Subscribers: Best of 3 Plan - Every month, we compare three selected long distance plans from Bell Aliant, Sprint Canada Inc. and Primus and automatically bill you the lowest of the three. \$30 Unlimited Canada/U.S. Anytime Calling Plan - Unlimited day and evening calling any day of the week to anywhere in Canada or to the United States for one low flat monthly rate. 5 Cents Canada/U.S. Anytime Calling Plan - Call anytime, any day of the week for the same low rate. Calling cards are also available. EastLink Local Telephone customers can also select their long distance service provider from any of the carriers that have interconnected with us.

4.3 TOLL RESTRICT

Block long distance calls from your home!

There are three separate options to choose from to block the following calls from being made and billed to your line:

Toll Restrict: Block outgoing calls that begin with the digit “1” with the exception of toll-free.

Collect and Third party.

1-900 services.

Please contact an EastLink Customer Care Representative if you are interested in blocking these calls from being billed to your line.

5.0

CALLING FEATURES & FUNCTIONS

EastLink offers a variety of features and functions that can be included in your monthly service package.

The following outlines each of these features and how they are used.

5.1 CALL DISPLAY

Know who's calling before you answer!

Call Display will show the name and phone number of the person calling you. This service requires a phone that has a display screen or a separate add-on display unit. *Note: If an incoming call displays 'unknown name' and 'unknown number,' the caller is in an area that does not support Call Display services, may be calling from a cellular phone, or may be blocking their phone number from being displayed.*

5.2 CALL WAITING

How do I answer a waiting call?

A special tone will alert you to a waiting call. To answer the incoming call, quickly press and release the receiver button (the hang-up button) on your telephone. Note: If your phone has a **Link** or **Flash** key, you can use this instead. Your first caller will automatically be put on hold while you answer the second call. To alternate between callers, press and release the receiver button. Each conversation will remain private. To end either call, you can press the link button, or quickly press and release the receiver button.

How do I temporarily turn off Call Waiting before making a call?

Lift the handset and listen for the dial tone. Press ***70** and listen for a confirmation tone. You are now ready to make a call that will not be interrupted by the Call Waiting tone. Call Waiting will automatically resume after you hang up.

5.3 VISUAL CALL WAITING

See who is behind the 'beep!'

Visual Call Waiting works with Call Waiting and Call Display.

This service displays the name and number of the incoming caller (if available) when you are on the phone. Users will need a telephone with a compatible display screen to use the service.

5.4 CALL FORWARDING

Automatically send incoming calls to another number!

Call Forwarding will allow you to route incoming calls to another phone number. While Call Forwarding is on, the phone can still be used to make outgoing calls.

How do I turn on Call Forwarding?

Pick up the receiver and press , you will hear the dial tone, now enter the number where you want your calls forwarded to. When the call is answered, your Call Forward feature is in effect. *Note: If the line is busy or there is no answer at the forwarding number, hang-up and repeat the process to ensure the feature is activated.*

How do I turn it off?

Pick up the receiver and press , you will hear a confirmation tone, then hang up. All incoming calls will now ring normally on your phone.

5.5 3-WAY CALLING

Talk to two people — in two different places — at the same time!

This service allows you to add a third person to your current call. To add the third person, quickly press and release the receiver button (hang-up button) to put the current caller on hold. When you hear a dial tone, enter the third person's phone number. When ready to connect the two callers, quickly press and release the receiver button. If the third person did not answer or you wish to disconnect them, again press and release the receiver button and you will be reconnected to the person on hold.

5.6 SELECT RING

Know who the call is for by the sound of the ring!

Select Ring, sometimes called the 'Teen Line,' allows you to add an additional phone number to your existing phone line. Each number has its own distinctive ring, indicating which number is being called. Select Ring can also be used for a fax machine.

5.7 CALL RETURN

Easily reach your last caller — even if you didn't answer.

If you couldn't get to the phone in time, you can still find out who called.

Press ***69** and a recording will provide the caller information. You can choose to call the person back by **pressing 1**.

5.8 RING AGAIN

If you have called a number and the line is busy, hang up, then

Press ***66** and your phone will keep trying the line for up to 30 minutes. A special callback ring will alert you when the line becomes free.

Note: Some phones ring normally.

To cancel your Ring Again request, Press ***86**.

5.9 CALL SCREEN

Easily block unwanted calls.

To screen a particular telephone number:

Pick up the receiver and listen for the dial tone.

Press ***60**, wait through the 2-3 second delay, and then follow the prompts. *Note: To screen the last caller, Press **#**.*

*To deactivate Call Screen, Press ***60**.*

5.10 INTERCOM

Call another extension!

The Intercom feature lets you place calls between telephones in the same house or on the same Network Access Service. Simply enter your own phone number, listen for a busy signal and hang up. All extensions will ring until someone picks up. When they pick up, then you can too. If no one picks up, simply pick up the receiver and hang up to cancel the Intercom session.

Note: This service is not compatible with Call Answering.

5.11 CALL ANSWERING

Getting Started / Activation

Once you have subscribed to the Call Answer Service, activate your voice mail by **Pressing** *99 from your home phone. You will be prompted to set-up a password, record your name and a personal greeting.

To create a new password or to change your current password:

Press *99.

Press 4 on the main menu for personal options.

Press 2 for administrative options.

Press 1 for password options.

Press 3 to turn skip password function on or off.

Press 1 to change personal password.

Press # to enter old password.

Press # to enter new password.

Press # to confirm.

Press * to re-enter.

To record a personal greeting or modify the standard greeting:

Press *99.

Press **4** on the main menu for personal options.

Press **3** for greeting/name options.

Press **1** to select/modify greeting.

Press **1** to record a personal greeting or **4** to record your name.

Press **2** to record greeting.

Press **#** to end the recording.

Press **#** to accept greeting.

How do I know if I have messages?

When you pick up your telephone handset you will hear a distinctive interrupted dial tone indicating you have a new voice mail message. Some sets have a 'message waiting' indicator light.

Note: You can still make a call over an interrupted dial tone before collecting your messages.

How do I collect my messages?

If you are calling from your home:

Press ***99**.

If you are calling away from your home:

Dial your telephone number from another phone.*

Press ***** when your voice mail message greets you. Enter your password.

If you are calling from an EastLink Telephone area you can check your messages without having Long Distance charges. (see table)

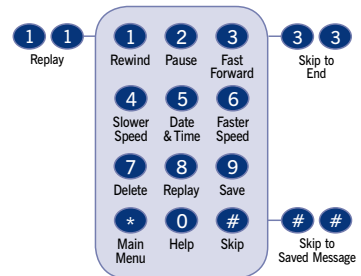
Dial the 3-digit exchange of the area you are calling from (see list below) followed by MAIL (6245). Press **#** and enter your ten-digit mailbox number. Enter your password.

* Should you wish to check your mailbox from another person's home phone line, you will find that dialing ***9** may take you directly into their home mailbox. Should this happen, Press **5#** from the main menu. This will allow you to log into a different mailbox.

*EastLink Three Digit Exchanges

Amherst	660	Hopewell	272	Riverport	764
Antigonish	735	Hubbards	446	St. Margaret's Bay	446
Aylesford	365	Ketch Harbour	446	Sackville, NS	446
Bedford	446	LaHave	693	Shubenacadie	236
Bridgewater	530	Liverpool	356	Springhill	763
Brookfield	650	Lunenburg	640	Stewiacke	289
Charlottetown	367	Mahone Bay	531	Somerside	724
Chester	273	Mill Village	935	Sydney	270
Collingwood	230	Mount Uniacke	446	Thorburn	246
Debert	641	New Glasgow	695	Truro	843
Elmsdale	259	New Minas/Kentville	365	Windsor	256
Fall River	446	Oxford	552	Yarmouth	881
French Village	446	Pictou	382		
Great Village	655	Port Mouton	947		
Halifax	446	Prospect	446		
Heatherton	572	River Phillip	552		

Using the Play Menu (while reviewing your messages)



Special Notes

At any menu, Press **0** for help.

At any menu, Press ***** to cancel and go back to the previous menu.

At any menu, Press ***** ***** to go back to the Main Menu.

5.12 RING CONTROL

Set the number of rings before Call Answer takes a message.

Lift the receiver and Press * 9 4.

Listen for the special dial tone (three quick beeps followed by a dial tone). Enter the number of rings you want to hear before Call Answer takes a message. Listen for the confirmation tone (two quick beeps followed by a dial tone), then hang up.

The following two features are included free-of-charge with your phone service.

5.13 CALL TRACE

Trace obscene or threatening calls.

Call Trace will identify and document, to authorities, the phone number of the last incoming call so that you can report nuisance calls. Information about the trace will only be provided to the appropriate law enforcement officials. To trace a call, hang up on the caller. Pick up the phone, listen for dial tone, then Press * 5 7. A recorded message will let you know if the call was successfully traced. Contact the police if you wish to take action on a traced call.

5.14 CALL BLOCK

Block your name and number from Call Display.

Call Block is provided automatically and free of charge to EastLink Telephone customers. The service will allow you to block the display of your name and phone number on the display screen of the person you are calling. To block your name and number from Call Display, Press * 6 7 before placing your call. If you have a non-published number and want to have your number displayed, Press * 9 7 before placing your call.

5.15 TELEPHONE VOICEMAIL TO EMAIL

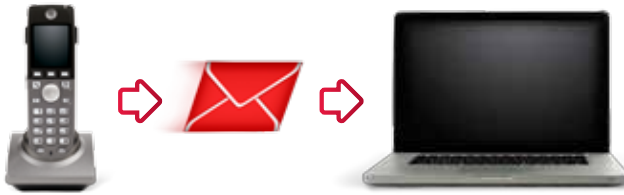
Voicemail to Email allows you to have your telephone voicemail messages directed to an email account via a WAV file.

Voicemail to Email service enables you to:

Receive voicemail messages to your email as an audio attachment. Simply “open the attachment” and play the message.

Receive immediate email notification when a voicemail message has been left.

Save important voicemail messages on your computer by saving the WAV file.



Voicemail to Email is available to all customers with EastLink Voicemail for just \$2.95/ month. To order the Voicemail to Email feature, please call 1-888-345-1111.

6.0

YOUR EASTLINK TELEPHONE AND LONG DISTANCE BILL

Your EastLink Telephone and Long Distance bill will clearly outline all charges made during the billing period including line charges, features, services and taxes. Your basic local service is billed one month in advance and also includes charges for directory assistance and operator assisted calls.

If you have any questions regarding your bill, please call our Customer Care team at the number listed on your bill.

7.0

APPENDIX

The following information provides a summary of the basic rights and obligations of both EastLink (also referred to as “the Company”, “we” or “our”) and its Customers (also referred to as “you”/“your”) with respect to EastLink’s provision of residential local telephone service. For additional terms of service specific to business, please visit our website at eastlink.ca. These Terms do not apply to EastLink Long Distance service, which is governed by separate Terms of Service that are available on our website. These Terms are subject to change without notice. Customers can view the EastLink Terms of Service, and any updates, on our website at eastlink.ca. EastLink’s provision of services is subject to a LIMITATION OF LIABILITY, which is described herein at part 17.0, “Limitation of EastLink Liability”. Notwithstanding any other provision of these Terms of Service, we may accept or decline your order for services, in our sole discretion.

7.1

GENERAL

The Canadian Radio-television and Telecommunications Commission (CRTC) regulates telecommunications in Canada. EastLink is subject to the CRTC’s regulatory authority and must adhere to the decisions made by the CRTC.

7.2

EASTLINK SERVING AREA MAPS

Information about EastLink serving areas can be obtained from our website (eastlink.ca), or by contacting EastLink Customer Care.

7.3

PAYMENT OPTIONS

7.3.1 Pre-Authorized Payment

Customers can arrange to pay using pre-authorized payments; there is no charge for this service. EastLink will automatically debit your bank account or charge a monthly payment to your VISA™, MasterCard™, or Amex™ credit card on the due date of your monthly charge. No statements are issued to Customers using automatic credit card payment as the credit card statement will include the amount. If you choose to make pre-authorized payments, you authorize EastLink to charge your credit card or debit your bank account to collect amounts due from you. You will promptly notify EastLink of any changes to your credit card account, bank 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 or withdraw it from any authorized bank account or credit card. If you want to cancel pre-authorized credit card or bank account payments, you agree to notify us at least 15 days in advance.

EASTLINK CUSTOMER INFORMATION

7.3.2 Other Payment Options

Customers can pay in the following ways:

- On-line at eastlink.ca
- At most chartered banks, trust companies, credit unions, ATM machines and telephone banking services (bank service fees may apply)
- Telephone Banking
- At Authorized EastLink Payment Centres
- Or mail to: EastLink, P.O. Box 8600, Halifax, NS B3K 5M2 (Mailed payments are credited on the date the payment is received by EastLink.)

7.4

BILLING POLICY

- 7.4.1 You will be billed once per month, in advance, for recurring monthly charges. We may also bill you up to one year from the date the charge was made. In all cases, payment is due on or before the due date specified in the bill. A Customer's failure to receive a bill does not relieve that Customer of the responsibility to make payment to EastLink by the bill's due date.
- 7.4.2 If we have failed to bill you, or under-billed 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, EastLink will not charge you with 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.
- 7.4.3 You must bring invoice inquiries and disputes to the attention of EastLink within sixty (60) days of the bill date; otherwise, you will be deemed to have accepted the bill as accurate in all respects. EastLink 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 EastLink determines that your dispute is valid.

7.5

SECURITY DEPOSIT POLICY

- 7.5.1 We may require a security deposit from you at any time.
- 7.5.2 EastLink will determine, at its discretion, how your deposit or other security will be allocated to satisfy outstanding amounts owed by you to EastLink.

7.6

LATE PAYMENT CHARGE

- 7.6.1 A late payment charge, currently 2.0% per month, compounded monthly (26.82% per year), may be applied to accounts that have not been paid in full by the payment due date printed on the invoice. The late payment charge will be reviewed and adjusted on an ongoing basis as appropriate. Mailed payments are credited on the date the payment is received by EastLink.

7.7

NSF CHEQUE AND DENIED CREDIT CHARGE

- 7.7.1 A service charge of \$25.00 will be charged to your account each time a cheque is returned, or a pre authorized withdrawal or a credit card payment is denied, for whatever reason. The service charge is subject to change from time to time.

7.8

INTERIM AND IMMEDIATE PAYMENTS

- 7.8.1 In exceptional circumstances, prior to the normal billing date, we may request payment from you, on an interim basis, for the charges that have accrued, providing you with details regarding the services and charges in question. In such cases, the charges can be considered past due when the time period specified by EastLink for such payment has lapsed.
- 7.8.2 We may request immediate payment in extreme situations, provided that a notice has been issued under 8.1, and the risk of loss has substantially increased since that notice was given.

7.9

EASTLINK INITIATED SUSPENSION OR TERMINATION OF SERVICE

- 7.9.1 EastLink may suspend or terminate your service if you:
- a) fail to pay an account that is past due;
 - b) fail to provide or maintain a reasonable deposit or alternative when required to do so;
 - c) fail to comply with the terms of a deferred payment agreement;
 - d) fail 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;
 - e) use or permit others to use any EastLink services so as to prevent fair and proportionate use by others;
 - f) use or permit others to use any EastLink 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;
 - g) re-arrange, disconnect, remove, repair or otherwise interfere with EastLink equipment or facilities (except in cases of emergency) or if termination or suspension is necessary to protect EastLink facilities, equipment or network;
 - h) violate any provision of the EastLink Terms of Service;
 - i) harass, threaten or otherwise act unreasonably towards EastLink or its employees or agents; or
 - j) fail to provide payment when requested by EastLink
- 7.9.2 Where you make a payment to prevent suspension or termination of your service, or to reconnect your service, and that payment is returned by the bank or declined, EastLink may immediately, and without further notice, suspend or terminate your service.
- 7.9.3 You shall give EastLink reasonable access to your premises to remove its equipment and facilities. Failure by EastLink to remove its equipment or facilities does not constitute abandonment of such equipment or facilities.

- 7.9.2 Where you make a payment to prevent suspension or termination of your service, or to reconnect your service, and that payment is returned by the bank or declined, EastLink may immediately, and without further notice, suspend or terminate your service.
- 7.9.3 You shall give EastLink reasonable access to your premises to remove its equipment and facilities. Failure by EastLink to remove its equipment or facilities does not constitute abandonment of such equipment or facilities.
- 7.9.4 Suspension or termination does not affect the Customer's obligation to pay any amount owed to EastLink. Upon termination, any balance owing shall become due at once. Service charges will continue to accrue during any suspension of service.
- 7.9.5 Where you have paid in advance for service, EastLink 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 you owe to EastLink.
- 7.9.6 Subject to EastLink's right to refuse service, we 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.
- 7.9.7 Where it becomes apparent that suspension or termination occurred in error or was otherwise improper, EastLink 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.
- 7.9.8 In the event of suspension or termination of service, all features and services, including emergency 9-1-1 service, will also be suspended or terminated.
- 7.9.9 We cannot guarantee the availability or resumption of any previous telephone numbers following a termination of your service.
- 7.9.10 The Customer shall reimburse EastLink for reasonable collection fees and/or pick-up charges in the event that EastLink finds it necessary to enforce collection and/or preserve and protect its rights under its Terms of Service.
- 7.9.11 If service is terminated for non-payment, reconnection charges will apply.

7.10

EASTLINK'S RIGHT TO ENTER PREMISES

- 7.10.1 EastLink agents and employees may, at reasonable hours, enter premises on which service is or is to be provided to install, inspect, repair and remove its facilities and to inspect and perform necessary maintenance in cases of network-affecting disruptions involving Customer-provided facilities.
- 7.10.2 Except in cases of emergency, or where entry is pursuant to a court order, EastLink will obtain permission from the applicant, Customer or other responsible person prior to entering the premises.
- 7.10.3 All EastLink employees and authorized contractors carry an identification card bearing the EastLink name and the employee's name and picture. Customers should refuse admittance to anyone claiming to be an employee or contractor of EastLink who does not have this card. Upon request, an EastLink employee will show valid EastLink identification prior to entering the premises. Verification of scheduled work by an

EastLink employee or contractor can be obtained by calling EastLink customer service at 1-888-345-1111 or 453-2800 within the Halifax Regional Municipality.

7.11

EASTLINK FACILITIES

- 7.11.1 EastLink will bear the expense of maintenance and repairs required due to normal wear and tear to its facilities, except that EastLink may charge for the additional expense incurred when you require maintenance and repair work to be performed outside of regularly scheduled working hours or relating to facilities not owned by EastLink.
- 7.11.2 A Customer who has deliberately, or by virtue of a lack of reasonable care, caused loss or damage to EastLink facilities, may be charged the cost of restoration or replacement. In all cases, Customers are liable for damage caused to EastLink facilities by Customer-provided facilities.

7.12

DIRECTORY POLICY

- 7.12.1 At our discretion and subject to availability, we will provide to you, without charge, up to one copy per telephone of the most recent telephone directory for your district, both white and yellow pages. Updated directories, as they are published, will also be provided at our discretion and subject to availability.
- 7.12.2 The contents of directories released by EastLink may not be published or reproduced in any form without the directory publisher's written consent.
- 7.12.3 In the case of errors or omissions in directory listings (white and yellow pages), whether or not the error or omission is with regard to a name, address, telephone number, or listing mark, EastLink and the Directory Publisher's liability is limited to refunding or canceling any charge associated with such listings for the period during which the error or omission occurred

7.13

PRIVACY MATTERS

- 7.13.1 **Privacy and Your Telephone Service**
Our customers' right to privacy is an important issue. EastLink not only 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. Part 14.0 of these Terms provides a brief overview of EastLink policies and procedures with respect to the confidentiality of customers'
- 7.13.1 **Privacy and Your Telephone Service**
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- 7.13.2 **Privacy and Call Management Features**
Call Management services such as Call Display, Call Return, Call Answer and Visual Call Waiting provide telephone number information to the called party. If you have concerns with these features or wish to deactivate them when placing calls, please contact our Customer Care Centre for information (service charges may apply). Call management features that are designed to help protect customers' privacy, and are offered by EastLink, include:

- delivery of the privacy indicator when invoked by an end customer;
- provision of an automated universal per-call blocking of calling line identification;
- provision of per line call display blocking to qualified end customers;
- disallowance of Call Return to a blocked number;
- enforcement of the CRTC's restriction on Automatic Dialing Announcing Devices, Automatic Dialing Devices and unsolicited facsimiles; and
- provision of universal Call Trace.

EastLink Call Answer uses your telephone number to identify your voice mailbox for messages you send to other users. If this is a concern (for example, if your number is non-published), do not send a message to someone to whom you would not otherwise provide your telephone number. Call Answer will still identify your phone or mailbox number when you leave or send voice messages, or when you stay silently on the line briefly after someone's greeting is completed. To preserve your privacy, hang up before the greeting message is done and do not leave or send voice messages unless you are willing for the recipient to have your phone number.

7.13.3 Disclosure of Subscriber Listing Information

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

7.13.4 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 9-1-1 databases.

7.13.5 Monitoring of Customer Service Calls

In order to provide exceptional Customer service, we coach our customer service representatives on an ongoing basis. As such, if you have a telephone conversation with our representatives, we may monitor or record the call for coaching and quality control purposes.

7.14

CONFIDENTIALITY OF CUSTOMER RECORDS

7.14.1 Unless a customer provides express consent, or disclosure is pursuant to a legal power, all information kept by EastLink regarding the customer, other than the customer's 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 our reasonable judgment, is seeking the information as an agent of the customer;
- c) 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;
- 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;
- e) an agent we retain in the collection of the 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

- f) a public authority or agent of a public authority, if in the reasonable judgment of EastLink, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information; or
- g) an affiliate involved in supplying the customer with telecommunications and/or broadcasting services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose.

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

- (i) Written consent;
- (ii) Oral confirmation verified by an independent third party;
- (iii) Electronic confirmation through the use of a toll-free number;
- (iv) Electronic confirmation via the Internet;
- (v) Electronic confirmation via the Internet;
- (v) Oral consent, where an audio recording of the consent is retained by the carrier;

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- (iv) Electronic confirmation via the Internet;
- (v) Oral consent, where an audio recording of the consent is retained by the carrier;
- (vi) 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.

7.14.3 You may request, in writing, access to any personal information that EastLink holds with respect to you. We will provide the information requested if you have given the Company sufficient details of the information sought to allow us to comply with the request; and if you agree to reimburse the Company for costs if we would incur unusual expense to provide the information.

7.15

EMERGENCY 9-1-1 SERVICE

7.15.1 EastLink is directly connected to the E-9-1-1 system in those provinces where it provides telephone service. When you dial 9-1-1 your call is automatically routed directly to the Public Service Answering Point. A standard government service fee for this service appears on your telephone bill.

7.16

SPECIAL NEEDS SERVICES

7.16.1 EastLink provides Message Relay Service through a third party. This service is available for the hearing impaired and can be accessed by dialing 7-1-1. TDD users complete calls in the same way as they always have. Service is available 24 hours a day. TDD long distance calls are subject to usual long distance charges. To talk to a TDD representative from 8:30 am–5:00 pm Monday to Friday call 1 800 276 3105.

7.17

LIMITATION OF EASTLINK LIABILITY

- 7.17.1 EastLink does not guarantee uninterrupted operation of the services or its equipment, facilities or network. 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 SERVICES, EQUIPMENT, NETWORK OR FACILITIES; AND (C) ANY OTHER ACTION OR INACTION OF EASTLINK, IS LIMITED TO A REFUND, UPON REQUEST, OF CHARGES FOR THE AFFECTED SERVICES, PROPORTIONATE TO THE LENGTH OF TIME THE PROBLEM EXISTED, TO A MAXIMUM OF THREE (3) MONTHS' SERVICE FEES.
- 7.17.2 Notwithstanding the above section, EastLink is not liable for:
- a) any disruption or unavailability of EastLink service, including, without limitation, any disruption or unavailability of emergency 9-1-1 service;
 - b) any act or omission of any third party (including, without limitation, any other local telephone company, any connecting carrier or underlying carrier or other provider of connections, facilities, or service);
 - c) the conduct, acts or omissions of Customers, or the operation or failure of Customers' equipment or facilities;
 - d) 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;
 - e) defamation or copyright infringement arising from material transmitted or received over any EastLink network, equipment or facilities;
 - f) infringement of patents arising from combining or using Customer-provided facilities with any EastLink network, equipment or facilities;
 - g) copyright or trademark infringement, passing off or acts of unfair competition arising from directory advertisements furnished by a Customer or a Customer's directory listing, provided such advertisements or the information contained in such listings were received in good faith in the ordinary course of business;
 - h) any defacement of, or damage to, your premises as a result of: (i) the attachment of any instruments, apparatus or associated wiring or equipment, furnished by EastLink, on your premises, or (ii) the removal thereof, when such defacement or damage is not wholly caused by EastLink's negligence; or
 - i) EastLink's failure, for any reason, to activate any service on the activation date requested.
- 7.17.3 UNDER NO CIRCUMSTANCES SHALL EASTLINK, ITS PARTNERS OR ASSOCIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SERVANTS OR AGENTS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS AND LOSS OF BUSINESS OPPORTUNITIES, THAT RESULT IN ANY WAY FROM THIS AGREEMENT, INCLUDING YOUR USE OF THE EQUIPMENT AND/OR SERVICE THEREOF, OR YOUR RELIANCE ON OR USE OF ANY INFORMATION, SERVICE, MERCHANDISE OR MATERIAL PROVIDED ON OR THROUGH USE OF THE SERVICES, OR THAT RESULT FROM FAILURE OF PERFORMANCE OF THE SERVICES.
- 7.17.4 There is no express or implied warranty or condition, whether of merchantability, fitness for a particular purpose, or otherwise, with respect to any services, product or equipment provided to you by EastLink.

7.18

CUSTOMERS' LIABILITY

- 7.18.1 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) of your EastLink service and/or your codes, facilities or equipment, where such use causes damage or harm to a third party or the property of a third party;
 - (b) Any content or software displayed, distributed or otherwise disseminated by you using any EastLink service, network or facilities; or
 - (c) Violation, alleged violation or misappropriation of any intellectual property right, or non-proprietary right, of a third party.
- 7.18.2 If EastLink 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 EastLink against all actions, causes of action, claims, or demands arising or resulting from any lack of such consent.
- 7.18.3 Customers have absolutely no authority to use EastLink trademarks, trade name, logos or designs, nor to act on behalf of EastLink.

7.19

CUSTOMER LIABILITY FOR CALLS

- 7.19.1 The customer is liable to EastLink 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.

7.20

EASTLINK INITIATED CHANGES IN TELEPHONE NUMBERS

- 7.20.1 Customers do not have any property rights in the telephone numbers assigned to them. EastLink may change a Customer's telephone number whenever it has reasonable grounds for doing so and has given reasonable advance notice to the Customer, stating the reason, anticipated date of change and the new number.

7.21

CONTACTING EASTLINK

To reach us by:

Web: eastlink.ca

Telephone 1-888-345-1111 or (902) 453-2800

To write to us on billing or account issues:

EastLink, Attn: Customer Care
P.O. Box 8660, Stn "A"
Halifax, Nova Scotia, B3K 5M3

Our goal is to satisfy our Customers and we welcome opportunities to improve our service. If you are not satisfied after having dealt with us, you may write to the Canadian Radio-television and Telecommunications Commission (CRTC), an independent agency of the Government of Canada responsible for the regulation of activities of telecommunications companies under federal jurisdiction.

Their address is:

The Secretary General
Canadian Radio-television and Telecommunications Commission
Ottawa, Ontario, K1A 0N2

Or the CRTC Atlantic Regional Office
Metropolitan Place
99 Wyse Road, Suite 1410
Dartmouth, NS B3A 4S5
Tel: 902-426-7997
Fax: 902-426-2721
TDD: 902-426-6997

We would ask you to send a copy of your letter to us at the address above.

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eastlink.ca/advantage

