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**CUSTOMER PROVIDED EQUIPMENT**

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**1. GENERAL**

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- 1.01 Equipment, apparatus, or devices provided by a customer shall only be attached or connected to or used with the Company's facilities in accordance with the requirements stated herein or such further and other requirements as may be specified from time to time by the Company or by special agreement.
- 1.02 Such equipment, apparatus, or devices shall be suitable for operation or use with the Company's facilities.
- 1.03 Any such attachment, connection or use shall be made only to or with a telephone or connecting equipment provided by the Company or by the customer as specified in the Company's Tariffs and shall be external to such telephone or connecting equipment.
- 1.04 Such attachment, connection or use with the Company's facilities shall be, in the Company's opinion, not damaging, interfering with, creating a hazard of damage or impairing the functioning of the Company's service, equipment or channels and does not create a hazard of danger to the users, its employees or the public.
- 1.05 The customer shall not have, acquire, secure, or derive any property or patent right in or control over the Company's equipment, apparatus, lines, channels or devices to which such attachment, connection or use is made or any property or patent right in or control over the design, function, operation or layout of the Company's equipment, apparatus, lines, channels or devices. The Company reserves the right to change, in whole or in part, the design, function, operation or layout of its equipment, apparatus, lines, channels or devices as it considers necessary. The Company shall not be responsible to the customer for any of his equipment, apparatus or devices, either in whole or in part, which ceases to be compatible with the Company's facilities or become inoperative because of such changes to the Company's equipment, apparatus, lines, channels or devices.
- 1.06 The Company does not make any representation that its facilities are adapted to the use of the customer-provided equipment, apparatus or devices.
- 1.07 The Company may make such tests and inspections it considers necessary to determine whether the customer is complying with any or all requirements herein. If, in the Company's judgement, such attachments or connections or use with the Company's facilities do not conform with these requirements, the Company may, at any time, take such action as necessary or remove the attachment or interrupt or terminate the connection or use with the Company's facilities.
- 1.08 When such attachment, connection to or use with the Company's facilities causes the Company to incur any unusual expense or any loss or damage it may recover any such unusual expense or any such loss or damage from the customer.

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1. **GENERAL (Cont'd)**

1.09 The limitation of the Company's liability in the attachment, connection or use by a customer or any other person of such customer-provided equipment, apparatus or devices is specified in Terms of Service – OIST – Section 1.

1.10 Only customer-provided terminal equipment certified under the Terminal Attachment Program of the Government of Canada may be connected to the Company's facilities.

2. **SINGLE LINE SERVICE**

2.01 **Individual Line Service**

Individual line business and residential customers may provide and connect certified terminal equipment (item 1.09) to the Company's jack connection.

Customers may also provide and attach terminal equipment by means of an acoustical or induction connection.

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**3. MULTI-LINE SERVICE**

- 3.01 Multi-line customers may provide and attach to the Company's facilities certified terminal equipment (item 1.09). The equipment is connected at the demarcation point on the customer's premises.
- 3.02 Customers may also provide and attach terminal equipment by means of an acoustical or induction connection.

**4. DIAGNOSTIC MAINTENANCE CHARGE**

- 4.01 The customer, residence or business is responsible for the operation and maintenance of customer-provided equipment, apparatus or devices attached or connected to or used with the Company's facilities.

When diagnostic testing is made to determine the source of a trouble, and only if the source of the trouble is found to be within the customer-provided equipment, apparatus or devices, a service charge applies for each trouble reported.

The applicable rates and charges for work performed during regular hours are:

First 15 minutes or fraction thereof: \$30.00

Each additional 15 minutes or fraction thereof: \$10.00

Measurement of time starts upon the arrival of the repairman at the premise where the customer's equipment is located.

Overtime rates and charges apply for work performed outside regular hours or during weekends and statutory holidays.

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S RESERVED FOR FUTURE USE