

Eastlink
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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 our customers (also referred to as “you”/“your”) with respect to EastLink’s provision of Beyond Tech Support. Eastlink’s Beyond Tech Support Service provides you with access to trained individuals who can provide technical assistance for your home network, computers and other connected devices. All support is provided via remote access to your device and over the phone, so you can call for help from anywhere with an Internet connection.

Eastlink offers Beyond Tech Support on a monthly subscription basis, where you may contact Eastlink 24 x 7 to address any support requirement for your home network, computers and other connected devices. For customers who have not yet subscribed at the time they call Beyond Tech Support for immediate assistance, a one-year subscription is included in the fee for the Immediate Fix. Pricing for Eastlink Beyond Tech Support Services (“Services”) for monthly subscription plans and the Immediate Fix are shown below, not including applicable taxes. Prices shown below are subject to change. For more information on pricing options and your subscription, please call Eastlink at 1-888-345-1111.

Immediate Fix	Fix fee, includes year subscription
Immediate Fix + Single PC/device	\$129.95
Immediate Fix + Whole Home (up to 7 PCs/devices)	\$169.95

Registration	Monthly Subscription fee
Single PC/device	\$9.95
Whole Home (up to 7 PCs/devices)	\$14.95

By using the Services provided by Eastlink, you expressly agree to be bound by the terms listed below, as well as the Terms of Service and Eastlink’s Acceptable Use Policy, both of which are may be amended from time to time and can be found on Eastlink’s website at www.eastlink.ca.

Billing: Charges will commence on the date you register for EastLink’s Beyond Tech Support Service. Regularly recurring charges are billed in advance and charges incurred on a per-use basis are billed in arrears. See Eastlink’s Terms of Service for additional details.

Your service: You agree that you are the owner or lawful operator of the computer, the devices and/or other equipment (your “Equipment”) used in conjunction with Eastlink’s Beyond Tech Support Service. You authorize third-party agent(s) acting on Eastlink’s behalf for the provision of the Beyond Tech Support Service to (i) take remote control of your Equipment, (ii) access or modify the Equipment’s settings, (iii) download, install, uninstall, use, update and upgrade third-party software, (iv) accept third-party license agreements on your behalf for the use of such third-party software or tools in the provision of Eastlink’s Beyond Tech Support Service. You agree that Eastlink and our agent are not responsible in any way for any damage or changes made to your Equipment for the provision of this Service.

Your information: Eastlink and its third-party agent may disclose your information to 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. Eastlink may also collect, use and

disclose your information pursuant to the terms of Eastlink's Customer Privacy Policy and Code of Fair Information practices which can be found at www.eastlink.ca.

Terminating service: You can cancel this Service Agreement at any time by calling Eastlink Customer Care at 1-888-345-1111. Applicable charges continue to apply until the billing stop date indicated in your final invoice from Eastlink. 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.

Availability of services/Limit of Liability: You acknowledge that Eastlink's Beyond Tech Support Service may not always be available depending on your geographic location, or due to maintenance or service disruptions. Some Equipment may be unable to receive the Beyond Tech Support Service even where initial testing indicated that your connection and your Equipment qualified. EXCEPT AS PROHIBITED BY ANY LAWS THAT APPLY TO EASTLINK, WE DO NOT WARRANT THAT YOUR DEVICE OR SERVICES WILL OPERATE ERROR-FREE OR WITHOUT FAILURE OR INTERRUPTION, OR THAT ANY COMMUNICATIONS WILL BE PRIVATE OR SECURE. EASTLINK IS NOT LIABLE TO YOU OR ANYONE USING YOUR DEVICE OR THE SERVICES, OR ANY THIRD PARTIES, INCLUDING (WITHOUT LIMITATION) FOR ANY DIRECT OR INDIRECT DAMAGES, LOSS OF PROFITS, PROPERTY, EARNINGS, BUSINESS OPPORTUNITIES, OR DATA OR ANY OTHER LOSS, HOWEVER CAUSED. SEE OUR TERMS OF SERVICE FOR ADDITIONAL DETAILS.

The Services do not include: (i) training on hardware or software use; (ii) computer programming; (iii) software development; (iv) product repair or replacement; (v) support for Windows® 2000 and earlier versions of Windows; (vi) support for Mac operating systems earlier than OS X; (vii) support for Unix, Linux and derivatives; (viii) support for any software or hardware that was and/or is not commercially available or is obsolete, or any unlicensed software; (ix) problems or issues arising out of any impermissible or unauthorized use or modification of a product or service; (x) server, third party business applications or hosting support; (xi) any data backup or restoration services; (xii) fraud protection; (xiii) mobile jail breaking, rooting or unlocking; (xiv) cabling support or instructions for devices that need to be physically connected to one another through cables (excluding printers); (xv) support in any language other than English; or (xvi) anything outside the scope of remote PC support, such as where a visit to a subscriber's home would be required to resolve the issue at hand, given the Services cover remote support only.

Agreement: By using EastLink's services, you expressly consent to the terms and conditions above and you hereby provide express consent for Eastlink to contact you regarding issues related to your service and our ability to provide your service.

You further agree (A) you have read and understand Eastlink's Terms of Service, incorporated herein by reference, and any attached Preauthorized Debit Authorization; and (B) you are bound by the terms and conditions contained in Eastlink's Terms of Service and any attached Preauthorized Debit Authorization in addition to the terms of this agreement.