

Welcome to Eastlink! When you use our Services you're agreeing to these Terms of Service so please read them carefully. To help make them easier to understand, we've included short summaries in text boxes (that aren't part of the official terms, but are here to clarify key sections). Please contact us if you have any questions!

The following are important documents that apply to your use of the Services and our responsibilities to you our customer. Each document serves a different purpose and you should be familiar with them.

- These **Terms of Service ("Terms")** apply to your use of Eastlink's services, including TV, Internet, wireline telephone, wireless and any related services ("Services"), and any equipment used with the Services ("Equipment"). In these Terms "Eastlink", "us", "we", "our," means Eastlink. "Customer", "you", "your" means the customer whose name is on the account, a firm, corporation, an employee whose services are paid for on their behalf by a corporation, or other entity that subscribes to or purchases business services from Eastlink ;
- Our **Acceptable Use Policies** outline some of your responsibilities when using Internet and wireless services;
- If you have agreed to a **Service Agreement**, it may provide additional detail about your Service;
- In areas where Eastlink operates as a small incumbent local exchange carrier, a **Tariff** also applies to certain services; and,
- Finally – any updates or amendments to the Services or Terms.

The above listed Terms, agreement and policies, with amendments, form the entire agreement between you and Eastlink and replace any other written or oral agreement or terms relating to your Services.

1. Introduction

We may need to change aspects of your Service or the Terms and policies that apply to them. If the changes are significant, we will let you know.

- 1.1. The Services provided to you are categorized as follows: Term Services are Services that you subscribe to for a committed period of time, lasting more than one month, as stated on your Service Agreement ("Term"); Month to Month Services are Services that you subscribe to on an ongoing basis, but not Term; and Pay-per-Use Services are Services that you use on a per-use basis.
- 1.2. If you have a Term agreement with us, after the Term ends, the Services will be provided to you as Month to Month Services unless you cancel them and the terms, rates and charges in market at that time will apply. Promotional features offered for free or at a reduced rate during your Term will not automatically be renewed at those promotional rates after your initial Term ends.
- 1.3. We may need to make changes to these Terms and policies from time to time. You will always find the most current version of these Terms at eastlink.ca. If we decide that a change is significant we will notify you by email, bill message, or any other method we choose to use. By continuing to use the Services after any changes are made, you agree to be bound by the changed updated Terms.
- 1.4. If we make any significant change to the Services we will give you written notice. Examples include changes to Internet speed, hours of availability, included usage, and modifying TV packages.
- 1.5. You cannot transfer or assign your service or Agreement to someone else (unless we approve it in advance). We may assign or transfer an Agreement or any of our rights and responsibilities under an Agreement without your permission.

- 1.6. You are responsible for all charges on your account, including usage charges, collect calls (at the rate set by the phone company of the person who called you), calls to 900 or 976 numbers and long distance. You are also responsible for
 - i. making sure that anyone who uses your Services complies with these Terms;
 - ii. protecting the security of any user names or passwords relating to your account so that others do not gain unauthorized access to your Services or account, including your telephone system or other devices connected to the telephone network; and
 - iii. making sure that any information you have provided to us is up-to-date and accurate, and letting us know if it changes.

2. Payment

We bill you for monthly regularly occurring Services in advance, and Pay-per-Use services after you use them. If you don't pay by the due date on your bill, a late payment charge will apply.

- 2.1. Monthly recurring Service charges will start on the initial activation date of the Service(s) or the Equipment, whichever is earlier and are billed 1 month in advance. This means that your bill will include monthly recurring Service charges for the next month. Pay-per-Use Services will be billed after you use them. Examples of Pay-per-Use services include additional data, minutes, long distance, movie or event purchases, and/or roaming.
- 2.2. The start and end date of your Service Period is displayed on the first page of your bill. Your payment is due on the date shown on your bill. If you don't pay your bill by that date, we will apply a late payment charge to your account in the amount shown on your monthly bill. Your payment is due even if you didn't get a bill. If we didn't bill you, or we billed you the wrong amount, we have 6 months from the date the charge was made to correct your bill; however, this does not apply if the error was the result of an action, inaction or representation on your part.
- 2.3. To make sure you have time to confirm the charges on your bill, we will give you 60 days from the date you receive your bill to review your charges and contact Eastlink with any dispute. However, you must pay any non-disputed amounts by the date shown on your bill. After 60 days, all amounts appearing on your bill are deemed to be valid.
- 2.4. If you set up a pre-authorized payment plan, we will automatically withdraw the amount owing each month from your credit card or bank account. We may also withdraw any other amounts due from you, including late payment charges and Early Termination Fees (ETF). To avoid late payments, let us know if there are any changes to your credit card or bank account information. If you want to cancel or make changes to your pre-authorized payment plan, you agree to notify us at least 15 days in advance.
- 2.5. If you are on a pre-authorized payment plan using a credit card and the bill is the same from month to month, no paper statement will be issued as your credit card statement will show the amount charged. You will still be able to view your bill by logging on to My Account at eastlink.ca.
- 2.6. In exceptional circumstances prior to the normal billing date we may request an interim payment from you for the charges that have accrued, providing you with details regarding the Services and charges in question. In these cases, the charges can be considered past due when the time period we specify for such payment has lapsed.
- 2.7. Unless otherwise expressed as part of your rate plan or add-on, airtime and long distance usage are rounded up to the nearest minute, and data usage is rounded up to the nearest kilobyte. If you use part of a minute or kilobyte you will be billed for the entire minute or kilobyte. Rounding practices for voice and data roaming may vary, and may be determined by Eastlink's roaming partners. Airtime charges (and long distance charges, if applicable) apply from the time you press "send" or otherwise connect to our network until you press "end" or the call is otherwise disconnected.
- 2.8. Any usage in excess of the limits applicable to your Services will be charged at the rates published on eastlink.ca. You are responsible for managing your monthly activity and making sure your usage remains appropriate to your Service. For Internet service you can monitor your monthly usage by logging on to My Account at eastlink.ca. For

wireless service you can monitor your monthly usage by logging on to Self-Care at Eastlink.ca or using the Eastlink Self-Care App.

- 2.9. When you are roaming, you will be responsible for all charges associated with your usage while roaming, and will be subject to the limitations or conditions of service of the roaming service provider. When your device communicates, sends, accesses, browses, streams, downloads or uploads data, content or applications, you must pay additional data transport, roaming and long distance charges, and taxes, where applicable.

3. Pre-payment and Credit Limit

In some cases, we may require a pre-payment. If we do, the payment will apply to your first invoice from Eastlink. We may also apply a spending limit to your account.

- 3.1. We may require a pre-payment toward your first invoice or impose other payment requirements such as pre-authorized payments. We will decide how to apply payments you make, at any time, to amounts that you owe us.
- 3.2. Upon notice to you, we may assign or change a spending limit on your account at any time. If you exceed this limit we may suspend your account.

4. Customer-Initiated Termination

We hope you don't cancel your Service - but if you do, you have to pay us for Services we already provided to you and any applicable early termination fees or other fees set out in your Service Agreement. You will also be responsible for returning any Eastlink Equipment.

- 4.1. To cancel your Services, contact Eastlink with the date you want the termination to be effective. If you rely on a new service provider to cancel your Services for you, it is up to you to confirm that your new service provider has canceled your Services with us – if the new service provider has not sent us a notice to cancel, you may still be billed by us and will be required to pay for Service(s) we have not terminated.
- 4.2. If you cancel your Services, you must pay all fees and charges incurred up to the termination date and any applicable ETF or other fees as set out in your Service Agreement.
- 4.3. Upon cancellation you must return all Eastlink owned Equipment at your expense, or you agree to pay the undiscounted retail value of the Equipment plus any costs we incur in getting it back.
- 4.4. If you cancel a request for Service after installation, but before the Service has started, you will have to pay for all installation charges incurred, as well as removal costs and ETFs, where applicable.
- 4.5. A reconnection fee will apply if you reconnect after a suspension or termination of service.

5. Eastlink-Initiated Termination or Suspension

We don't want to cancel or suspend your Service, but we may have to if you don't comply with our Terms and policies, or for other reasons we determine are necessary. If your Service is cancelled or suspended you will have to pay for the Services we already provided to you and any applicable early termination fees. You will also be responsible for returning any Eastlink Equipment.

- 5.1. Eastlink may cancel any of your Services, accounts or Service Agreements, as long as we give you at least 14 days' notice (except where prohibited by law).
- 5.2. If your Services are canceled, you must pay all fees and charges incurred up to the termination date and any applicable ETF or other fees as set out in your Service Agreement. If your Services are suspended, you will continue to pay the monthly recurring charges during the suspension.
- 5.3. Upon cancellation you must return all Eastlink Equipment at your expense, or you agree to pay the undiscounted retail value of the Equipment plus any costs we incur in getting it back.
- 5.4. We have the right to restrict, block, suspend, disconnect, cancel or refuse to provide any or all of your Services, accounts or identifiers in any way, including 9-1-1 service, without notice or liability to you, if:
 - i. you have not paid for your Services by the due date;
 - ii. Eastlink would have to incur unanticipated, unusual or unreasonable expenses to provide any Service;
 - iii. you are in breach of these Terms and any related policies, including our AUP;
 - iv. you fail to provide or maintain a reasonable payment or alternative when we ask you to;
 - v. you fraudulently or improperly seek to avoid payment to us;
 - vi. you exceed your credit limit;
 - vii. you use, permit or encourage others to use any of the Services for the purposes of making or sending annoying or offensive calls or messages, for any cyberbullying or harassment, or in a manner that is illegal or that would give rise to civil liability, or otherwise violate applicable laws;
 - viii. you re-arrange, disconnect, remove, repair or otherwise interfere with Eastlink's Equipment or if termination or suspension is necessary to protect Eastlink's facilities, Equipment or network;
 - ix. you or someone on your behalf act unreasonably towards Eastlink or its employees or agents or engage in conduct which we consider to be unacceptable;
 - x. we reasonably suspect or determine that any of your account, identifiers, Services or Equipment is the subject of fraudulent, unlawful or improper usage or usage that adversely affects our operations, networks or our Services;
 - xi. we need to install, maintain, inspect, test, repair, remove, replace, protect, modify, upgrade or improve the operation of the Services, the Equipment or our networks; or
 - xii. we reasonably believe that there is an emergency or circumstance that would warrant such action.
- 5.5. If we restrict, block, suspend, disconnect or cancel your Services or accounts:
 - i. you must pay the monthly recurring charges and any amounts owing;
 - ii. we may also restrict, block, suspend, disconnect or cancel, without notice or liability, any other Services or accounts that you have with us;
 - iii. you may be charged for any costs incurred by us in connection with your breach of these Terms, including collection and legal costs;
 - iv. your access to emergency or special needs services (including 9-1-1 and public alerts) may also be restricted, blocked, suspended, disconnect or cancelled; and
 - v. you may not be able to regain access to your previous telephone numbers, email addresses or any other identifiers following a termination of your Service.
- 5.6. A reconnection fee will apply if you reconnect after a suspension or cancellation of service.
- 5.7. If we remove our Equipment or facilities we will not, nor are we required, to alter, repair or re-install wiring or other facilities – but if we fail to remove it, it does not mean we have abandoned it.

6. Access to Your Premises

We may need access to your premises so we can install, upgrade, repair or disconnect your Services and recover our Equipment. We rely on you to

make sure we have permission from the property owner when you agree to let us enter. You can always ask for Eastlink identification if anyone is accessing your premises on our behalf.

- 6.1. You authorize Eastlink's employees and agents to enter or have access to your premises as necessary at mutually agreed upon times to install, maintain, inspect, repair, remove, replace, investigate, protect, modify, upgrade or improve the operation of our services, the Equipment, our facilities or networks. If you are not the owner of the premises, it is your responsibility to obtain and maintain these access rights for us and you warrant that you have such consent before we enter or access the premises.
- 6.2. If any of your Services or accounts have been cancelled, you authorize us and our representatives to enter or have access to your premises to disconnect the Services and remove our Equipment, as applicable.
- 6.3. You can always request to see a valid Eastlink identification before our employee or agents enter your premises.

7. Equipment

When we provide you with Equipment, it's your job to make sure nothing happens to it. If it is lost or damaged, you will let us know right away. In most cases, the Equipment we provide is owned by Eastlink so if you no longer have Services with us, you must return your Equipment, or you will be charged for it. We will make sure our Equipment is working properly by conducting routine repair and maintenance.

- 7.1. Except for Equipment that you have fully paid for or have agreed to pay for, all Equipment we provide to you remains our property. You may use the Equipment only at the service address identified on your account.
- 7.2. Eastlink is not responsible for any equipment you own (either equipment you paid for, or agreed to pay for, such as your mobile device).
- 7.3. Eastlink will provide and service physical wiring or other required hardware, where applicable, between Eastlink's network and the connection at your service location. Provision of service may be conditional on Eastlink's access to the following customer-provided facilities:
 - i. suitable entrance facilities (conduit) into the service location;
 - ii. suitable wall or rack mounting space for any equipment required for the provision of the Service;
 - iii. suitable AC power sources (120V grounded AC supply);
 - iv. interface to your existing equipment and facilities, and;
 - v. a contact person to assist with building access and permissions for site visits, installation and service.
- 7.4. Equipment and related software may have to meet certain minimum requirements and be maintained in certain locations for the proper operation of the Services. Such requirements may change from time to time without notice and you are responsible for updating or maintaining your Equipment and software as necessary to meet such requirements. We may, directly or through third-parties, provide software updates for the Equipment, including introducing, modifying or removing software features, remotely installing software, firmware or other updates on your Equipment from time to time, for the continued operation of the Services or the Equipment. If your Equipment or software is not up to date, we may not be able to provide you with customer support.
- 7.5. You are responsible for:
 - i. not tampering with or making any alterations to our Equipment or moving it without our knowledge or permission;
 - ii. making sure our Equipment is not sold, leased, mortgaged, transferred, assigned or encumbered; and

- iii. notifying us if any Equipment is lost, damaged, stolen, sold, leased, mortgaged, transferred, assigned, encumbered and paying us the undiscounted retail value of that Equipment, and any costs we incur in seeking possession of it.

8. Eastlink Services

Your TV Service includes some channels that are required by the CRTC. These may change from time to time, and we will let you know if they do.

By logging on to My Account, Eastlink Wireless Self Care, or the Eastlink Self Care App you can monitor your usage, pay your bill or make changes to your account.

You do not own any telephone number, email addresses or any other identifier that we have assigned to you. If you cancel your Services, these identifiers may be assigned to someone else.

- 8.1. The CRTC requires Eastlink to offer certain TV channels, which may change from time to time. We will notify of you any significant changes.
- 8.2. Eastlink has no control over the TV programs included on a channel and certain programming, including sporting events, may be unavailable or “blacked out” in your local area for copyright or other reasons, or programming may be discontinued by the programming provider or subject to temporary interruption due to causes outside of Eastlink’s control.
- 8.3. To monitor your Internet usage or make changes to other aspects of your Service such as adding services or features, or to manage your bill please log in to My Account on eastlink.ca. For wireless services visit Eastlink Wireless Self Care or the Eastlink Self Care App.
- 8.4. Pay-per-view services are for private use unless you receive permission from the license holder, and provide this approval to Eastlink, to rebroadcast or show the Service publicly.
- 8.5. Digital Music Services are for private use unless you subscribe to a service that includes the right to rebroadcast or play these Services publicly.
- 8.6. The CRTC requires us to make wireline telephone customers’ names, addresses and telephone numbers available to publishers of paper and electronic directories and to providers of operator services. You can request that Eastlink submit only a community name to directory publishers, rather than your full address, by calling Customer Care. You can block publication of your telephone number in these directories for an additional fee. However, these directories or services may obtain your telephone numbers and address from a source other than us.
- 8.7. Eastlink is directly connected to the E9-1-1 system in the provinces where it is available. A regulated fee for this service appears on your telephone bill.
- 8.8. You have the right to take (or “port”) your phone number to another Canadian provider in most cases. However, please note that you do not own your number. This means that, if you leave Eastlink and choose not to take your phone number with you, we have the right to assign your number to another customer.
- 8.9. In the event that there is a dispute about who has authorization to transfer your phone number to another account or service provider, priority will be given to the person who is also the signatory to the Service Agreement, or another person as determined by Eastlink based on your account history.
- 8.10. You do not own any email address or other identifier assigned to you. We may change or remove an identifier at any time upon notice to you. The “eastlink.ca” email address is provided as part of your Internet service, so if you

terminate your Internet service you will no longer be able to send or receive emails from that email address and all emails associated with the account will also be removed on termination.

- 8.11. The Services and any software or, content (including, without limitation, ring tones, full music tracks, graphics, video clips, applications and games) that we provide or sell to you or that you receive or purchase through Eastlink or a third party is for your own personal, lawful, non-commercial use. You will take reasonable steps to protect such software, or content and/or documentation from theft, loss or damage and you are responsible for any charges or usage incurred while your Equipment uses or access this software or content.
- 8.12. Eastlink may limit long-distance calls to certain high cost areas based on the cost of call termination and other factors, and may set long distance rates based on these factors. These regions and rates are subject to change.
- 8.13. Only authorization individuals will be permitted to accept, utilize, manage, modify or terminate your Services. It is your responsibility to update authorized individuals on your account.

9. Privacy

Your privacy is important to us –the following describes what information we collect, use and disclose in order to provide and improve our service to you.

- 9.1. With respect to your telephone service, unless you provide express consent, or disclosure is pursuant to a legal power, all information held by Eastlink regarding you (other than your name, address and listed telephone number) is confidential and will not be disclosed by Eastlink to anyone other than: (a) you; or a person you have authorized (b) a person who, in our reasonable judgment, is seeking the information as your agent; (c) another service provider, 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 you 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 your account, or to perform other administrative functions and to assist in providing your Services, provided the information is required for and is to be used only for that purpose; (f) an agent we retain to evaluate your creditworthiness (as well as providing such information to credit reporting and collection agencies, if applicable), provided the information is required for and is to be used only for those purposes; (h) 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. 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 toll-free number or via the Internet; (d) oral consent, where an audio recording of the consent is retained by us; or (e) 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.
- 9.2. You must ensure that you have obtained the necessary consents for Eastlink and its third party providers to collect, use and store the information of your end-users for the purposes of providing the Services.
- 9.3. Personal information collected by Eastlink may be stored and processed in Canada or another country. In either case, the information is protected with appropriate security safeguards, but may be available to government agencies under applicable law.
- 9.4. During roaming, the storage, treatment and transfer of your personal data may be subject to regulation different from that of Canada.

10. Your Use of the Services

If we believe that your use of our Services or Equipment is affecting our ability to provide services, may violates these Terms or is illegal in any way, we have the right to monitor your use of the Services.

- 10.1. Eastlink has the right, but not the obligation, to monitor use of the Service (other than voice Services) or the Equipment, and to review and retain such content, material or information as may be required to manage our network, comply with laws or address allegations of illegal content or violations of other parties rights.
- 10.2. Our Acceptable Use Policy provides more information regarding your obligations and use of the Services. For more information please see our Acceptable Use Policies at: <http://www.eastlink.ca/about/termsandconditions.aspx>.

11. Warranties, Indemnity and Limitations of liability

Eastlink works hard to provide the best Services we can, but we can't promise it will always be perfect. Our Services are provided as is, without warranties. We hope you enjoy your Services, but if there is service interruption or other loss to you, our responsibility is limited.

- 11.1. The Services or access to the Services, including 9-1-1, public alerts or special needs services, may be impacted by factors beyond our reasonable control and may not function correctly or at all in the following circumstances:
 - i. if your Equipment fails, is not configured correctly or does not meet Eastlink's requirements;
 - ii. if you install certain third party applications on your Equipment;
 - iii. in the event of a network outage or extended power failure;
 - iv. if you tamper with or, in some cases, move the Equipment; or
 - v. following suspension or cancellation of your Services or account.
- 11.2. To the extent permitted by applicable law, Eastlink makes no warranties, representations, claims, guarantees or conditions of any nature, express or implied, including fitness for a particular purpose, merchantability, title or non-infringement, with respect to any Eastlink services. Eastlink assumes no liability for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of any the Services (including any service outage), even where such unavailability occurs after installation of the Services.
- 11.3. Services are available in Eastlink's and its roaming partners' coverage areas on compatible devices where technology permits. Eastlink and its roaming partners may (i) make changes to the network or other facilities (including changing technology, and, to provide a good experience for the majority of our customers and minimize capacity issues and degradation in network performance, we reserve the right to limit or restrict your usage or to terminate your subscription to either a feature or to the Service generally and to refuse to provide you Services thereafter); (ii) enlarge, reduce or change coverage areas; and (iii) change or end roaming partner relationships, all at our discretion, without notice. Eastlink and its roaming partners are not liable for any changes in your ability to use the Services or the device resulting from such changes.
- 11.4. Some Services (including 9-1-1 services) may not be available on all mobile devices (whether provided by Eastlink or not) into which you insert an Eastlink SIM card. You are responsible (a) to ensure your service plan is compatible with any device (whether provided by Eastlink or not), and (b) for charges that arise if you change the settings of your device or SIM card. Non-Eastlink SIM cards cannot be activated on Eastlink's network or Services. Wireless modems, wireless Internet sticks, and other data-only devices do not provide access to 911 services. Certain SIM cards will work only on the devices for which they are purchased.
- 11.5. Your Equipment may be covered by a manufacturer's or other warranty. Please see the materials accompanying your Equipment for warranty information and details. There may also be optional Equipment protection programs made available to you from time to time.

- 11.6. To the extent permitted by applicable law, Eastlink's liability for negligence, breach of contract, tort or other causes of action, including fundamental breach, is limited to payment, upon request, for actual and direct damages of a maximum amount of greater of \$20 or an amount equal to the service fees payable during any service outage, including 9-1-1. Other than the foregoing payment and to the extent permitted by applicable law, Eastlink is not responsible to anyone for any damages, including direct, indirect, special, consequential, incidental, economic, exemplary or punitive damages.
- 11.7. In addition to the circumstances described elsewhere in these Terms where Eastlink has already stated it is not responsible for any claims, losses, damages or expenses, to the extent permitted by applicable law, Eastlink is not responsible for any claims, losses, damages or expense relating to: (a) our entry onto your property to inspect, maintain, repair, relocate or replace any Eastlink Equipment; (b) any missed or delayed installation or other appointment for any Services; (c) any error, inclusion or omission relating to any telephone listings or directories; (d) removal of Eastlink Equipment; (e) your use of the Services including distribution of content by you or third-parties; or (f) any claims that the use of, or any material transmitted through the Services infringes the intellectual property, industrial, contractual privacy or other rights of a third party. More generally, to the extent permitted by applicable law, Eastlink will not be responsible for failing to meet obligations due to causes beyond its reasonable control, including work stoppage, labour disputes and strikes, pandemics, war, terrorism, civil insurrection, any law, order, regulation or direction of any government, failure of the public power grid, unlawful acts, your failure to act in accordance with these Terms, or the act of omission of a telecommunications carrier whose network is used in establishing connection to a point which Eastlink doesn't directly serve, acts of nature and all other force majeure events.
- 11.8. In most areas Eastlink will use reasonable efforts to maintain a four hour response time for any Service disruptions.
- 11.9. Any credit or refund for any service unavailability or service interruption is entirely at Eastlink's discretion.

If your use of the Services or Equipment results in a claim against us, you will be responsible for our costs.

- 11.10. You agree to hold harmless and indemnify Eastlink against all claims, losses, damages, costs and expenses (including reasonable legal fees and other litigation expenses) resulting from:
- i. your use (or the use by others) of your Service and/or facilities or Equipment, where such use causes damage or harm to another party or the property of another;
 - ii. violation or breach of any term, condition, representation or warranty of these Terms or any applicable policies;
 - iii. use of or inability to use the Service;
 - iv. any content or software displayed, distributed or otherwise disseminated by your use of the Service;
 - v. from damage to any property or person whatsoever, related to the use of the Service or the installation or use of any Equipment, including the cable modem or high speed wireless Internet antenna; or
 - vi. violation, alleged violation or misappropriation of any intellectual property, industrial, contractual, privacy or other rights of Eastlink or any third party or any alleged libel or slander by a third party against you.

12. General

- 12.1. These Terms are governed by the federal laws and regulations of Canada, including the Wireless Code and any provincial laws which might apply to Eastlink in the province in which your Service is provided.
- 12.2. You may not use the Service for anything other than your own personal use. You may not resell the Services, receive any payment or benefit for the use of the Services, or provide Internet access or any other feature of the Services to any third party, unless provided for in your Service Agreement

- 12.3. Even if Eastlink decides not to enforce any part of these Terms for any period of time, the term still remains valid and we can enforce it in the future. Also, if any part of the Terms are not enforceable, the remaining terms will continue to apply.
- 12.4. Upon termination of your Service, all accrued obligations or liabilities and the provisions which by their nature are intended to continue beyond such termination will remain in effect.
- 12.5. Some of our Services may be offered or described as being “unlimited” in nature. This is subject, at all times, to reasonable usage limits for personal use by an individual as described in our Acceptable Use Policies.
- 12.6. Eastlink, the Eastlink logo and certain product or service names are registered trade-marks or trade-marks of Eastlink. You agree not to copy, display or use in any manner any of Eastlink’s trade-marks without Eastlink’s express prior permission.

Contact us

- Online at <https://business.eastlink.ca> or by email at business.sales@corp.eastlink.ca
- By phone - call 1-877-813-1727 or by dial *611 from your Eastlink wireless device
- Write to Eastlink Attention: Business Customer Care, P.O. Box 8660, Station “A”, Halifax, Nova Scotia, B3K 5M3

Eastlink’s goal is to provide you with exceptional customer service and the right solutions for your needs the first time you contact us. We also recognize that there may be a time when we fall short of our goals. In this case, if you wish to express your comments and concerns please contact our Customer Service at the number(s) above or by visiting or chatting online with us at www.eastlink.ca. If our Customer Service Representative is unable to resolve your concerns please ask to speak with a supervisor. While most concerns are resolved before this step, if you are not completely satisfied please contact our President by visiting <https://www.eastlink.ca/about/customercommitment/contact.aspx> . Should we be unable to resolve your concerns, the Commission for Complaints for Telecom-Television Services (CCTS) may be able to assist. The CCTS is an agency who resolves complaints from customers about their telecommunication services. To learn more, visit www.ccts-cprst.ca or call 1-888-221-1687.

Eastlink’s wireless services are in compliance with the CRTC’s Wireless Code that sets out your consumer rights and service providers’ obligations for your wireless service. For more information regarding the Code please visit: www.crtc.gc.ca.