



# NRBN Terms of Service

## Residential

### General

Your service details, these terms of service and any schedules attached to these terms of service ("Schedules") along with any amendments, are all taken together and form the entire contract ("Contract") between you ("Customer" or "you") and NRBN. The terms are applicable to the Services that you subscribe to. You should review the entire Contract. All of the terms are important and create a legal agreement that is applicable to you once you have accepted it. To assist you to understand your obligations and your rights under this Contract NRBN has written the terms of service, in a question-and-answer format.

**1. How do I accept my Contract with NRBN?** You accept the terms and conditions of this Contract on the earlier of the date when: (i) you receive a copy of these Terms of Service; (ii) you receive the Equipment from NRBN at your Service Address; (iii) you access or use the NRBN Services; You understand and agree that you are bound by this Contract, now and in the future.

**2. What is covered by this Contract?** (a) This Contract is for Services and any Equipment provided by NRBN. The Services include the installation and provision of Internet Services ("NRBN Internet"), Internet Protocol Television Services ("NRBN IPTV") and TV Programming Services (including Pay Per View and Premium Sports), and any other applications ("Apps") that are provided for your use. NRBN also provides a residential home telephone service, which is optional to subscribers.

(b) NRBN provides you with a Fibre Modem, and a residential Wi-Fi router, in order to receive the NRBN Internet and one (1) set-top box to receive the NRBN IPTV services. If you wish to receive the NRBN IPTV services on another television in your home, you will require an additional set-top box, provided for an additional monthly fee.

**3. What laws are applicable to this Contract?** NRBN is federally regulated so this Contract is governed by federal laws and regulations of Canada, and any provincial laws that might apply to NRBN in Ontario.

**4. What if parts of this Contract become unenforceable?** If any part of this Contract becomes prohibited, or unenforceable, the remaining terms will continue to apply to you and NRBN.

**5. Can NRBN make changes to this Contract?** NRBN may change the NRBN Services and a term of this Contract including the Fees. If required, NRBN will give you notice of these changes in writing at least 30 days before the date the changes become effective. NRBN may advise you of the changes by various means, including posting the changes on the website [www.nrbn.ca](http://www.nrbn.ca), by including a summary of the changes on your bill, or by sending the notice of the changes to you via email. The notice will identify the change and the effective date.

**6. What if I refuse the change(s) to the Contract made by NRBN?** If you wish to refuse the change(s), your sole remedy is to cancel the Service impacted by the change. You may cancel the contract, by providing notice to NRBN, up to 30 days following the effective date of the change.

**7. Can I make changes to my Services or the terms of service that are contained in this Contract?** You are not permitted to make any changes to these terms of service. But, depending upon the NRBN Service that you subscribe to, you may be permitted to make changes to certain Services or features (e.g., the addition or removal of certain TV channels). You must contact NRBN Customer Care to make changes. If your account is not in good standing, or for certain changes that you may request, you may not be permitted to make changes online.

# Term and Renewal

**8. What is the length of the Contract term?** The minimum contract term is one month. This is referred to as a "month-to-month" term and renews automatically each month. Pricing discounts and other incentives may be offered to you by NRBN, for Services that are contracted for a "Fixed Term" of one year or longer. If you select a "Fixed Term" contract, for a particular NRBN Service, following the end of the Fixed Term, NRBN will continue to provide the NRBN Service(s), to you, on a "Month to Month" basis, at NRBN's then-applicable rates, unless you cancel the NRBN Service(s).

**9. How does NRBN bill me for NRBN Services?** NRBN will invoice you monthly. You will be charged in advance for recurring fees. However one-time charges will be charged to your account either at the time you place the order, or at the time you commence use of the applicable Service. Upon cancellation, the Fee for NRBN Services will be pro-rated to your last day of service. There may be a certain minimum subscription period for Television Programming services or Premium Sports Programming packages. These Television Services may be subject to specific billing and service cancellation terms.

If you purchase pay per use programming content e.g., on demand Pay Per View ("PPV") programming, you will be charged at the rate or charge that is current at the time you purchase or use the Service.

There are rates and charges that are set out in Schedule A. Those rates and charges may change over time, and in some instances, without notice to subscribers. You are required to pay all fees when due for NRBN Services, within thirty days of the billing date. If NRBN does not receive payment within thirty days of the billing date, you will be charged interest on the balance owing at the compounded interest rate, calculated from the billing date, plus any applicable late payment charge. The outstanding balance, plus the late payment fee(s) may be referred to a collection agency, if it remains unpaid.

**10. How do I pay my bill for NRBN Services?** Your bill sets out the acceptable payment methods which may change without notice. You may set up a pre-authorized payment plan through your financial institution or by means of your credit card. If you provide a bank account or credit card for pre-authorized payment, you authorize NRBN to charge your credit card or debit/charge your account for all outstanding Fees, taxes and account balances that are payable under this Contract. You must immediately notify NRBN if you change financial institutions, account numbers, or the credit card is renewed/reissued or lost or stolen.

You hereby authorize NRBN and gives consent to NRBN under applicable privacy laws for them or their designates to obtain credit information and bank and other financial references for the purposes of assessing your credit worthiness, and you agree to promptly execute and deliver to NRBN such further documents and assurances and take such further actions as NRBN may from time to time reasonably request in order to carry out the intent and purpose of this Section.

**11. Can I dispute a Fee on my bill?** If you wish to question or dispute any Fees on your bill, you have 90 days from date of the bill, to contact NRBN. Otherwise, you will be deemed to have accepted the Fees. Disputed Fees, will not be designated as "past due" unless NRBN has conducted a review and determined that the Fees are correct and there is no basis to dispute the Fees. You are required to pay all undisputed Fees within 30 days of the original bill date. If you fail to pay, the undisputed fees will be "past due" and you will be charged and required to pay the Late Payment Charge for the amount of the Fees which are undisputed.

**12. Are there additional charges that can be applied to my bill?** NRBN may charge additional Fees to offset administrative fees, processing costs, environmental costs or service costs. Those additional fees may include but are not limited to, Fees for collections efforts due to non-payment or returned payments, suspension of service, disconnection or reactivation of NRBN Services. Those charges may be found in Schedule A, or at [www.nrbn.ca/legal-residential-service](http://www.nrbn.ca/legal-residential-service). The additional charges may change over time.

**13. Who do I contact for technical issues with NRBN's Services?** Contact NRBN for technical support. When you contact NRBN for support, it is possible that service personnel may access the Equipment remotely, including, where necessary the installation (and removal) of certain software for purposes of resolving the technical issue. NRBN technical support contact information is provided below:

**14. Do I need to subscribe to NRBN Internet service in order to obtain NRBN IPTV service?** A subscription to NRBN Internet is required in order for the NRBN IPTV service.

**15. What content is available from NRBN IPTV?** NRBN provides TV programming content in the form of programming packages and individual subscriptions to services. You are required to access the programming content, in your home, by way of the NRBN set-top box.

**16. Can I provide my own set-top box to access NRBN IPTV Service?** No, a separate set-top box **provided by NRBN**, is required for each television in your home where you wish to view the television service. One set-top box is required with your monthly subscription to NRBN TV at a recurring monthly fee. Rental of additional set-top boxes may be arranged for a recurring monthly fee.

**17. Are there different rules for PPV and On Demand Services?** All sales of PPV or On Demand Programming are final. If NRBN is unable to provide any PPV or On Demand programming that you have ordered, NRBN will credit you the amount charged for the PPV or On Demand programming. To the extent permitted by applicable law, NRBN is not responsible for cancelled events or failure to provide any PPV or On Demand programming.

**18. Are there different rules for Premium Sports programming?** If you subscribe to a Premium Sports Programming service ("Premium Sports") your subscription continues from season-to-season at the then-applicable rate, and the Fees may be billed on an installment basis. You will be provided with the applicable pre-season cancellation deadline before the season begins, so that you may cancel your subscription before the next season starts.

Premium Sports programming may be disrupted for reasons beyond NRBN's control. Any refund or credit for interruptions of Premium Sports programming is at NRBN's discretion. Some Premium Sports programming may be subject to geographical-area black-outs.

**19. Can I share my Programming and watch it anywhere?** NRBN permits you to view programming at the Service Address provided to NRBN and on certain Personal Devices. You agree not to access, receive, listen to or view (or attempt to access, receive, listen to or view) any of the Programming outside of your private residence which is listed as your Service Address. You are not permitted to have multiple receiving devices on one NRBN account at different locations simultaneously. If you attempt to access or share programming at locations other than your Service Address, the programming may not be available. The Programming may not be viewed or otherwise displayed in a commercial location (e.g., bar, restaurant, public viewing area).

**20. Can I retransmit the Programming which I subscribe to?**

The programming may not be rebroadcast, copied transmitted or performed in any manner, and no admission may be charged or other consideration received by you, from any third-party in exchange for allowing the third-party to view any Programming provided by NRBN. You are permitted to use PVRs or similar devices for private, non-commercial recording of the Programming, for your own use.

**21. Can I record the programming that I subscribe to?**

NRBN will provide cloud storage recording, on its "Cloud DVR" service, for an additional monthly fee. You will be provided with 100 Gigabytes of cloud storage, to archive your recorded programming (DVR recording of some programs may be subject to the program suppliers' copy protection limitations).

**22. Can I change the programming selections that I subscribe to?**

You are permitted to order new Programming services or downgrade your programming by sending an email to NRBN customer service at [fibre@nrbn.ca](mailto:fibre@nrbn.ca) or [1 \(877\) 331-6726](tel:18773316726) or by contacting an NRBN customer service representative. For certain online transactions you may be prevented from making changes, if your account is not in good order.

**23. Is there a minimum subscription period for certain Programming channels?** Certain programming may be subject to a minimum subscription period. NRBN will de-activate the Programming service, effective as of the next billing cycle, after your request is received by NRBN. No credit or refund will be provided to you in respect of such cancelled or downgraded programming. Premium Sports may be subject to specific cancellation restrictions set by the programming provider.

## Equipment

**24. Who is responsible for providing the Equipment that I require in order to receive the NRBN Service?** You are responsible for equipment, devices and systems that you own, which may include your computer, TV, or tablet (collectively "Your Equipment") and all associated risks. You are responsible for maintaining safe access to and the security of the Equipment and any data backup required is your responsibility. You must take reasonably good care of any NRBN Equipment which is provided for your use, and maintain it in good working condition following the manufacturer's recommendations. NRBN may replace, upgrade or modify the NRBN Equipment required for the use of the NRBN Services.

**25. Who installs the NRBN Equipment?** All NRBN Equipment must be installed and activated by NRBN at the Service Address, unless NRBN provides a self-installation option. If you choose self-installation, you are responsible and assume all risks and liability associated with installation, activation and use, including any deviation from any recommendation provided by NRBN or the manufacturer on the set-up and use of the NRBN Equipment. Installation and activation of the NRBN Equipment may be subject to charges.

If you miss a scheduled installation or service appointment with NRBN, NRBN may charge you a fee relating to the missed appointment which represents an estimate of the damages suffered by NRBN for the missed appointment. If you choose the self-installation option, you must install the NRBN Equipment and activate it on your account within the time period specified by NRBN.

By entering this contract, you hereby grant NRBN, its employees, representatives, contractors, subcontractors and agents, reasonable access to your premises or the premises where the Services are provided, at reasonable hours to install, inspect, service, maintain, restore, remove or disconnect NRBN's Services or NRBN's Equipment. Charges may apply if a service call is required to restore any of the Services where it is determined that the problem does not originate from NRBN's network or Equipment.

**26. What occurs when equipment is out of date?** NRBN may change the minimum requirements for Equipment. In that event, you may need to update or replace Your Equipment. If you fail to do so, Your Equipment may not be adequate to access the NRBN Service(s) that you subscribe to. In such case your only remedy is to cancel the Service(s). NRBN does not guarantee that the NRBN Services will be compatible with all system configurations.

**27. Are software updates provided by NRBN?** You expressly consent to NRBN installing, modifying or removing NRBN or other third-party software on Your Equipment and/or the NRBN Equipment, to the extent that such software updates are reasonably necessary for the continued operation of the NRBN Services. NRBN is not required to provide additional notification to you, prior to updating, modifying or removing the software, so that it conforms to NRBN's Service requirements and you are thereby able to continue to receive the NRBN Services.

**28. Can I relocate the Equipment after installation?** Unless NRBN tells you otherwise, you must not alter or disturb any NRBN Equipment or the inside wiring provided for the Service(s), in any way that would impact or disrupt the provision of the NRBN Services. Additional fees may be applicable to your account in the event that repair of Equipment, wiring, or restoration of service is required as a result of the relocation of Equipment.

**29. What happens if Equipment is lost, stolen or damaged?** If you rent or use NRBN Equipment you are responsible for the risk of loss, damage or theft when the equipment is delivered to your Service Address. You are responsible for replacing NRBN Equipment at your own cost and for all Fees



incurred by NRBN as a result of loss, damage or theft of the Equipment. NRBN shall be permitted to enter your premises, to the extent permitted by law, to inspect, maintain, repair, replace or relocate any NRBN Equipment. Loss or damage to the NRBN IPTV set-top box will result in a replacement fee of \$400.00 plus applicable tax. Customer hereby authorizes NRBN to charge its account and process payment for all Equipment charges, plus applicable taxes, using any of the payment methods accepted by NRBN for your account (including pre-authorized credit card or bank withdrawal).

**30. Must I return the Equipment to NRBN?** You will return NRBN Equipment in good condition (reasonable and normal wear and tear excepted), in accordance with NRBN's instructions, within 30 days of the termination of the Services. In the event that the Equipment is not returned or is returned in a damaged condition, NRBN may charge you the NRBN non-return fees set out in Schedule A, plus any applicable taxes.

**31. What is required if the Equipment is no longer useful?** Upon cancellation of the Service(s), or at the end of the expected life of NRBN's Equipment (determined by NRBN), NRBN may (i) attend at your Service Address to remove the NRBN Equipment. The service call to remove the NRBN Equipment may be subject to a service call fee, to be determined by NRBN; (ii) abandon the NRBN Equipment, in whole or in part and you shall be responsible for its disposal; or (iii) request that you return the Equipment in accordance with the terms set forth above.

**32. What warranties are provided for the NRBN Service?** To the extent permitted by applicable law, NRBN makes no warranties, representations, claims, or conditions of any nature, express or implied including fitness for a particular purpose, merchantability, title, or non-infringement with respect to NRBN Services. NRBN assumes no liability for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of any NRBN Services (including service outages) even where such unavailability occurs after installation or activation of the NRBN services.

**33. What is NRBN's liability?** NRBN's liability for damages is limited to payment, upon request, of a maximum of \$20 or an amount equal to the Service Fees payable during any service outage.

**34. Are there situations where NRBN has no liability at all?** NRBN will not be responsible for failing to meet service obligations beyond NRBN's reasonable control, including: (a) any law, order regulation or direction of any government; (b) work stoppage, labour disputes and strikes; (c) unlawful acts; (d) failure of the public power grid; (e) failure of a television Programming Service operator to deliver programming to NRBN; (f) your failure to act in accordance with this Contract; (g) the act or omission of a third party, including a telecommunications carrier whose network is used to establish connection to a point that NRBN doesn't directly control or serve; or (h) any acts of nature and all other force majeure events.

## **Terms Specific to NRBN Residential Telephone Service**

### **35. What Residential Telephone Services are available from NRBN?**

You may subscribe to NRBN Residential Phone Service for an additional monthly fee. The service consists of unlimited local, plus Canada-wide calling, 9-1-1 emergency service, and a battery-backup modem for the telephone service. The battery-backup modem is optional for purchase at a one-time cost, plus tax, outlined in Schedule A. Excessive Canadian long-distance calling may be subject to additional monthly charges. You are responsible for payment of any long-distance fees for calling outside of Canada, or if you accept the charges from a third-party caller.

## **Canceling and Suspending NRBN Services**

**36. How do I cancel my Services?** You may contact NRBN to cancel some or all of the Services provided by NRBN. You must provide the date that you wish the cancellation to become effective. In order to cancel your NRBN service, you must provide a minimum of thirty days' notice. Please note that

there may be minimum subscription periods that are applicable to some Programming and Premium Sports services.

**37. What charges am I responsible to pay when the NRBN Services are cancelled?**

At the time of cancellation, you must pay all amounts owing to NRBN including all Fees and applicable taxes for NRBN services that were provided up to the last date of service. As noted in this agreement there may be some Programming services or Premium Sports services charges that are subject to specific cancellation rules. If you contracted for a Fixed Term service, and you cancel prior to the end of that term, you must pay a cancellation charge applicable to the service, which is specified in Schedule A, plus applicable taxes. The Cancellation Charge is not a penalty, but it is an estimate of the damages suffered by NRBN as a result of your early cancellation of NRBN Services.

**38. What happens if I have a credit balance in my final billing statement?**

For balances equal to or greater than \$10 and under \$500, on your final bill, NRBN will mail a cheque to your specified mailing address within 90 days of the date on the bill.

**39. What happens if the NRBN Services are cancelled prior to activation?**

(i) If you selected the self-installation option and fail to install or activate the Equipment within the time period specified by NRBN, NRBN may cancel the order. If you fail to promptly return the NRBN Equipment in good condition, NRBN will charge you the Equipment Non-return fees as set out in Schedule A, plus applicable taxes. (ii) If you cancel your order prior to activation of any NRBN Service, you may be charged a cancellation fee, plus applicable taxes, representing an estimate of the damages suffered by NRBN as a result of your failure to activate the NRBN Services.

**40. Can NRBN suspend or cancel the NRBN Services?**

NRBN can cancel or suspend the NRBN Services, in whole or in part, without notice and for cause. This includes: blocking telephone numbers and/or area codes; disconnecting your access to Television Programming; or disabling the NRBN Equipment. Cause includes the following situations: you breach or fail to comply with any part of this Contract including: (i) you fail to pay NRBN in accordance with

this Contract or are late paying any past due amounts owing to NRBN; (ii) you, or any user who accesses the NRBN Services provided to you, fails to comply with the Acceptable Use Policy;

In terminating service, NRBN will comply with the CRTC's Deposit and Disconnection Code, as applicable.

**41. Am I required to pay NRBN if my NRBN Services are Suspended?** You are responsible to pay for NRBN Services (including NRBN Equipment) even when they are suspended. If the reason for the suspension is not resolved within 14 days from the suspension date, NRBN may cancel your NRBN Service and recover any NRBN Equipment. If you wish to resume your NRBN Services, you will pay any amounts owing to NRBN and the applicable installation and/or activation fees which are set out in Schedule A, plus applicable taxes.

**42. Can I suspend my NRBN Services?** NRBN allows customers to temporarily suspend their Service(s) for a period of up to six (6) months ("deactivation"), with minimum of thirty (30) days. There is a deactivation and reactivation fee of \$50 which is payable at the time that the Customer submits the deactivation request.

**43. Can I transfer my NRBN Services?** You may transfer your NRBN Services, to another person residing at your Service Address, by providing 30 days' notification to NRBN customer service. Situations involving transfer of accounts, may include transfer of NRBN Services to a family member, a roommate, or a former spouse residing at the Service Address (e.g., in the case of marital separation or divorce).

**44. Do any obligations continue after cancellation of the NRBN Services?** Rights and obligations which by their nature continue beyond cancellation will continue to survive and remain in effect after the applicable NRBN Service or this Contract is terminated. Those include, fees, billing, payments, and return of NRBN Equipment, as well as Warranties and NRBN's liability, and this section.

**45. May I obtain this contract in other formats?** You may request alternative formats in accordance with the CRTC's accessibility policies.

**46. How do I contact NRBN Customer Care?** If you require assistance or have questions regarding your services, please contact the following:

### **Customer Care:**

By Phone: 1 (877) 331-6726

By Email: [fibre@nrbn.ca](mailto:fibre@nrbn.ca)

### **Technical Support:**

By Phone: (Internet, Home Phone, NRBN IPTV): 1 (877) 331-6726

By Email: [support@nrbn.ca](mailto:support@nrbn.ca)

**47. What if NRBN is unable to resolve a complaint that I have made?** If you have a complaint that NRBN Customer Care (contact information listed above) has failed to resolve to your satisfaction, you can contact the Commission for Complaints for Telecom-television Services ("CCTS"):  
[www.ccts-cprst.ca](http://www.ccts-cprst.ca).