

These terms are current as of August 5, 2017 and are subject to change from time to time. Please visit shaw.ca for the most current Terms of Use.

Acceptable Use Policy - Phone

Introduction

Thank you for choosing Shaw's Phone Services!

These terms and conditions are in addition to Shaw's applicable Terms of Service.

By using Shaw's Phone Service and such other services related thereto (collectively, the "Service") provided by Shaw Telecom G.P. or its partners and/or associates (collectively, "Shaw"), whether you are a residential phone subscriber ("Residential Phone") or small business/home office phone ("Business Phone") subscriber, you agree to the following terms of this Acceptable Use Policy:

This Acceptable Use Policy constitutes the agreement between Shaw ("Shaw" or "our") and the customer ("you" or "your") subscribing to the Service. This Acceptable Use Policy governs your use of the Service and any devices and/or equipment used to support the Service, including without limitation, a telephone adapter and software used in conjunction with the Service which is loaned to you from Shaw for your use solely in connection with the Service (collectively, the "Equipment"). By activating the Service, you acknowledge that you have read, understand and agree to this Acceptable Use Policy as set out hereunder and with the terms and conditions of Shaw's applicable Terms of Service and Privacy Policy (collectively, the "Agreement"). If you do not wish to be bound by this Agreement or any modifications, which may be made by Shaw from time to time (as described in the following paragraph), do not activate or use the Service and immediately contact Shaw.

Shaw may change portions of this Agreement from time to time upon reasonable notice to you. Shaw will post notice of any changes made to the Agreement on line at Shaw.ca by setting the last date of revision on the top right hand corner. Shaw may also advise you of such changes by sending you an electronic mail message at your user address or mailing notification through Canada post to the address shown on your account with Shaw. All changes will take effect within 30 days of the date of being posted. If you do not have access to the Internet you may contact Shaw at any time to obtain a printed copy of this Agreement. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING INFORMATION POSTED ONLINE OR SUPPLIED TO YOU BY SHAW TO OBTAIN TIMELY NOTICE OF SUCH CHANGES. YOUR NON-TERMINATION OR CONTINUED USE OF THE SERVICE AFTER CHANGES ARE POSTED CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT AS MODIFIED BY THE POSTED CHANGES.**

Uses and Restrictions

1. **Shaw Residential Phone Service (Home Phone, Home Phone Lite, Home Phone Basic, or as may be further branded by Shaw from time to time):** You may only use the Service from your phone(s) located at your residence. The Services are required to be connected to Shaw's Equipment and used only for normal residential calling purposes such as person to person conversations or voice messages.

You may not use the ShawHome Phone Service for:

- a. Non-residential use (example: the Service cannot be used to operate a business, including, without limitation a home based business whether or not the business is for profit or any other commercial purpose whatsoever);

- b. Data, fax, internet access, a call centre, call back, call sell (telemarketing), auto dialer, bulk faxing or debit card services;
- c. Illegal, fraudulent or improper purposes, criminal offences, intellectual property infringement, harassment (including annoying or offensive calls/transmissions); or
- d. Any purpose intended to cause interference with Shaw's network operations or the Services, including the fair and proportionate use of the Services by others, as determined by Shaw, in its sole discretion, from time to time.

Additionally, you may not use the Shaw Residential Phone Service for:

- e. Chat lines, multi-party lines, long-distance calls made using call forwarding and three-way calling features, multi-party conference calls, free conference calling services, or party lines or calls to pay-per-call services which impose unusually high costs on Shaw; or
- f. Sustained and excessive use of the Service in a manner which is materially inconsistent with average residential usage patterns to make unlimited long distance calls directed to or within certain high cost of service areas, as determined and designated as such by Shaw, in its sole discretion, from time to time.

2. **Shaw Business Phone:** You may only use the Service from your phone(s) located either at your small office or at the home office within your residence. The Services are required to be connected to Shaw's Equipment and used only for normal business calling purposes such as person to person conversations or voice messages.

You may not use the Shaw Business Phone Service for:

- a. Data, fax, internet access, a call centre, call back, call sell (telemarketing), auto dialer, bulk faxing or debit card services;
- b. Illegal, fraudulent or improper purposes, criminal offences, intellectual property infringement, harassment (including annoying or offensive calls/transmissions); or
- c. (Any purpose intended to cause interference with Shaw's network operations or the Services, including the fair and proportionate use of the Services by others, as determined by Shaw, in its sole discretion, from time to time.

Additionally, you may not use the Shaw Business Phone Service for:

- d. Chat lines, multi-party lines, long-distance calls made using call forwarding and three-way calling features, multi-party conference calls, free conference calling services, or party lines or calls to pay-per-call services which impose unusually high costs on Shaw; or
- e. Sustained and excessive use of the Service in a manner which is materially inconsistent with average small home office/business usage patterns to make unlimited long distance calls directed to or within certain high cost of service areas, as determined and designated as such by Shaw, in its sole discretion, from time to time.

You are solely responsible for the use of the Residential Phone or Business Phone Services by you and other users, including all calls originating from your telephone(s), as well as for all charged calls accepted at your telephone(s), regardless of who made or accepted them. You agree that any unlimited long-distance calling available on your Service is only available for calls within Canada and to the U.S., with the exception for calls made in and to NWT area code 867, Hawaii area code 808, and Alaska area code 907, or such other calling areas as identified and designated by Shaw on its website, in its sole discretion,

from time to time. You also agree that calls to multi-party conference services, party lines, adult services, or to high cost pay-per-call services may be restricted by Shaw, at its sole discretion, from time to time. Calls terminating outside of the applicable calling area for your Service, as identified and designated by Shaw in its sole discretion from time to time, are subject to higher rates. **YOU ARE REQUIRED TO CONTACT SHAW BEFORE YOU USE ANY MEDICAL MONITORING DEVICES THROUGH THE SERVICE.** Other restrictions may apply to the Service and a Shaw representative will advise you of those, if any, at the time you subscribe to the Service.

You agree to: (a) take all necessary measures to ensure that the Shaw Phone Services are used in accordance with this Agreement; and (b) be liable for all consequences resulting from any breach of this Agreement. Your abuse or misuse of all or any part of the Service or breach of any term contained in this Agreement may cause all or any part of the Service to be restricted, blocked, suspended, downgraded or terminated by Shaw (refer to Shaw's applicable Terms of Service for details regarding termination of the Service). Shaw may also refuse, at any time and without liability, to provide any of the Services to you where Shaw would have to incur unusual expenses such as, but not limited to, the payment of high costs to other telecommunication carriers. Shaw may, but shall not be obligated to provide such Services if, upon Shaw's request and agreement, you agree to pay an amount for these unusual expenses. Agreements on such matters shall be in writing and signed by you and Shaw.

Service Interruptions

Shaw does not warrant uninterrupted use of the Service. You understand that it is your responsibility to ensure that the telephone(s) you use with the Service are compatible with the Equipment. Most importantly, some telephone(s) may not operate if there is a power failure and if you are using a telephone that requires power to operate you would lose your ability to use the Service, including access to 9-1-1 emergency services until the power is restored. In addition, and in accordance with the applicable Terms of Service, a power failure or disruption in the Service may require Shaw to reset or reconfigure the Equipment prior to you utilizing the Service.

Re-Sold Service

Where re-sold telephone service is being provided to you by Shaw as all or part of the Service:

- a. maintenance for the local and long distance telephone service may be provided by parties other than Shaw; and
- b. all local and long distance telephone services may be subject to the terms and conditions imposed by the primary service provider (including applicable tariffs) with respect to the Service. Shaw reserves the right to transfer re-sold local phone service as a Shaw local service.

Automatic-Dialing Announcing Devices

Shaw enforces all Canadian Radio-television and Telecommunications Commission rules on Automatic - Dialing Announcing Devices ("ADAD") and unsolicited voice and facsimile calls made for the purposes of solicitation. The use of ADAD to make unsolicited calls for the purposes of solicitation, used to place calls to emergency lines or healthcare facilities is strictly prohibited. If you violate these restrictions or those posted by the Canadian Radio-television and Telecommunications Commission Shaw may terminate the Service immediately.

Directory Service

1. Your name, address and telephone numbers will be published in the telephone directory for your area. Unless you contact Shaw to advise you do not wish your information to be published in the telephone directory.

2. In the case of errors or omissions in your, name, address and telephone number in the directory listings, whether or not the error or omission is with regard to telephone numbers, addresses, individual names or business names, Shaw is only responsible to provide you a refund or credit of any charges associated with the listings in question for the period during which the error or omission occurred.

Provision of 9-1-1 Access

1. You may use the Service to receive access to emergency services through the 9-1-1 service provider. The emergency 9-1-1 fee charged by the Municipality may be billed by Shaw each month as part of your monthly charge for the Service or may be billed directly to you by the Municipality.
2. If there is a suspension or termination of the Service, including as a result of a power failure, all features of the Service, including emergency 9-1-1 service, may be suspended or terminated.

Hearing Impaired Assistance

1. You will have access to Hearing Impaired Assistance services through the Service to assist you in placing calls, to or from persons who use a telecommunications device for the deaf ("TDD") machine or a text based form of message relay service using the Internet ("IP Relay Service"). Hearing Impaired Assistance operators will be available to assist you in making calls to deaf, hard-of-hearing, and speech impaired customers by relaying messages between TDD / IP Relay Service users and conventional phone users. Long distance charges will apply where applicable.
2. In order to use IP Relay Services you must first register with Shaw's IP Relay Services Web Site. You will also need to be resident in an area where Shaw offers the service, have an Internet access service, and provide compatible end user equipment for use with the IP Relay Services.
3. The IP Relay Services is for individual use only, and does not permit you to place collect call, 900 pay-per-call, bill to third party, casual calls and calls to satellite phones using the IP Relay Service and to any other types of calls, which Shaw notifies you as being prohibited, from time to time.
4. **The IP Relay Service is not designed for emergency calls, nor should it be used as a substitute for enhanced 9-1-1 services.** Should you utilize the IP Relay Services to make a call to the 9-1-1 services, you acknowledge and agree that:
 - a. In regard to a call to the emergency telephone number (9-1-1), use of the IP Relay Services may result in account address information being delivered to the emergency services dispatch centre via the IP relay provider's network;
 - b. The use of the account address information in association with the IP Relay Service could result in calls appearing to originate from a location other than your current location;
 - c. If, in dispatching the emergency services in response to a call to 9-1-1, reliance is placed on the address information associated with your Shaw account and received by the IP relay provider's network in conjunction with the call to 9-1-1, emergency services may not be routed to the location from which the call to 9-1-1 originated;
 - d. In regard to a call to 9-1-1, you or any person using the IP Relay Services is responsible to provide complete and accurate information relating to the actual location of the emergency situation to the emergency services call operator; and

- e. Without restricting any indemnities set forth in Shaw's applicable Terms of Service, you are responsible and shall indemnify Shaw for, and hold Shaw harmless from and against, all charges, losses, costs, liabilities and damages of any kind whatsoever related to emergency services being dispatched to a location other than the location from which the call to 9-1-1 originated as a result of:
 - i. Any use by you of the IP Relay Services that results in the address information for your Shaw account being a location other than the location from which the call to 9-1-1 originated; or
 - ii. The failure by you or any person using the IP Relay Services or any services used in conjunction with the IP Relay Services to respond, or provide complete or accurate information, to a 9-1-1 or emergency call operator requesting a response or information in order to properly dispatch emergency services; or
 - iii. The failure by you to provide Shaw with current and accurate information location; or
 - iv. Any use by of the IP Relay Services after cancellation, termination or suspension of your Shaw phone services.

Ownership of Numbers

Shaw owns all numbers provided to you including all telephone numbers and calling card numbers. Shaw may be required to modify or change such numbers at any point in time and will in no way be obligated to compensate you for such changes.

Security Codes

You are responsible to maintain the confidentiality of any security codes to your voice mail or other accounts.

Equipment Installation, Maintenance and Return Responsibilities

1. Shaw will install the Equipment within your home. The Equipment will be supplied to you by Shaw solely for your use of the Service and will at all times remain the property of Shaw. You may use the Equipment only at the address you have indicated to Shaw at the time you subscribe to the Service. You are responsible to advise Shaw if your address is changing. If you move to a location outside of the area served by Shaw, this Agreement shall be terminated and you must return to Shaw all Equipment. Kindly refer to the applicable Terms of Services for complete details regarding your obligations as they pertain to Shaw Equipment.
2. You are responsible to supply at your cost all telephones required for your use of the Service, including without limitation, the supply of all medical and security monitoring devices, fax, including the wiring inside your home which is required to connect to the Service. Shaw has no obligation to maintain or repair any facilities or equipment owned by you. You are responsible to maintain your own equipment at your own cost. Shaw is not responsible if your equipment is not compatible with the Equipment or the Service or if your equipment interrupts or causes interference with the Service or if it causes the Service to fail for any reason whatsoever.

If You are Moving

If you move premises within Shaw's serving area and you wish to transfer the Service, including your current telephone number, to the new premises, you must give Shaw a minimum of fifteen (15) calendar days advance notice by calling our Customer Service Department at 1-888-472-2222 or your local Shaw

branch at the address shown in the Contact Us section of our Web site Shaw.ca. You may only transfer your telephone number within the same exchange area. The ability to transfer the Service to the new premises is dependant on the availability of the Service at the new location. If sufficient advance notice is not received, Shaw may not be able to provide the Service on the date of your relocation.

Confidentiality

Shaw may disclose any information as is necessary to:

- a. satisfy any legal, regulatory or other governmental request;
- b. operate the Service properly; or
- c. protect Shaw or its customers, in accordance with the guidelines set out in Shaw's [Privacy Policy](#);

For the purpose of the Service, Shaw may be required to disclose your name, address and listed telephone number to: - 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; - 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; or - an agent retained by Shaw in the collection of your account, provided the information is required for and is to be used only for that purpose.

As part of the Service, Shaw offers privacy enhancing features such as Call Display, Call Display Block, Last Call Return and Call Trace. For more information on these features please contact our Customer Service Department at 1-888-472-2222.