

Original Title Page

**Tariff for Third Party
Internet Access Service
(TPIA Tariff)**

Publication Date : 17 September 2004

Effective Date : 1 November 2004
Authority: Order CRTC 2004-69

TPIA Service

CHECK PAGE

Original and revised pages of this Tariff listed below are in effect:

Revision number

Revision Number	Page Number	Revision Number	Page Number	Revision Number	Page Number
Original	Page 1	2 nd Revised	Page 10	Original	Page 19
1 st Revised	Page 2	Original	Page 11	Original	Page 20
Original	Page 3	Original	Page 12		
Original	Page 4	Original	Page 13		
Original	Page 5	Original	Page 14		
2 nd Revised	Page 6	Original	Page 15		
1 st Revised	Page 7	2 nd Revised	Page 16		
1 st Revised	Page 8	2 nd Revised	Page 17		
Original	Page 8a	15 th Revised	Page 18		
Original	Page 9	1 st Revised	Page 18a		

TPIA Service

EXPLANATION OF SYMBOLS

List symbols are used to denote revisions :

- A Increase in rate.
- C Changes in wording where neither an increase nor reductions in rates or charges results therefrom.
- D Discontinued rate or regulation.
- N New wording, rate or charge.
- NC Reformatting of existing material with no change to rate or charge.
- R Reduction of rate.
- # Changed items numbering or lettering.

TPIA Service

TABLE OF CONTENTS

Title Page	1
Check Page	2
List of Symbols	3
Table of Contents	4
Item 100	Definitions
Item 101	Description of Service
Item 102	Terms and Conditions
Item 103	Rates and Charges
Item 104	Point of Interconnection Locations

TPIA Service

Item 100 Definitions**For the purposes of this Tariff :**

« Act » means the Telecommunications Act (S.C.1993, ch.38 as amended)

« Applicant » is an ISP requesting TPIA Service.

« Cable Modem Retail Level Internet Services » or « Retail IS » are the services available to be offered by Customers of the TPIA Service to their End-Users through compatible cable modems connected to Shaw's network. These services include electronic mail, network news, and access to the World Wide Web.

« Carrier » is the company owning the transmission facilities that are used by the Customer in order to interconnect to one or more POIs designated by Shaw.

« CRTC » means the Canadian Radio-Television and Telecommunications Commission.

« CSU/DSU » means Channel Service Unit/Data Service Unit.

« Customer » is an ISP that subscribes to the TPIA Service for the purpose of providing its End-Users with Retail IS.

« Customer Service Group (CSG) » is the group of employees that have been designated by Shaw as being responsible for the processing of TPIA Service requests, and the safeguarding of confidential Customer information.

« DHCP » means « Dynamic Host Configuration Protocol » and is a mechanism for allocating IP addresses dynamically so that addresses can be reused when hosts no longer need them.

« End-User » is a subscriber of a Customer.

« Internet Service Provider » or « ISP » is a company or organization offering Retail IS to the public.

« Person » means a partnership, firm, body corporate or politic, government or department thereof and the legal representative of such person.

« Point of Interconnection » or « POI » is the physical meeting point between the Customer's transmission facilities and Shaw's access and distribution network.

« Premises » is the continuous property and the building or buildings located thereon, or the part or parts of a building, occupied by a Customer or an End-User.

« Service » or « TPIA Service » means the Third Party Internet Access Service.

« TPIA Service Agreement » is a contract between the Customer and Shaw specifying the mutual obligations of Shaw and the Customer related to the TPIA Service.

TPIA Service

Item 101 Description of Service**Section 1 – Description of Service**

This Tariff sets out the basic rights and obligations of Shaw Cablesystems GP and its Customers who subscribe to the TPIA Service.

- 1.1 The TPIA Service is a service offered to ISPs by Shaw pursuant to Telecom Decisions CRTC 98-9 and 99-9. The Service allows Customers to provide Internet access connectivity to their End-Users through compatible cable modems connected to Shaw's network for the purpose of providing Retail IS.
- 1.2 The Customer may use the TPIA Service only to provide Retail IS to its End-User subject to the following conditions:
 - a) The Customer may not provision usage of more than one IP address by modem.
 - b) TPIA Service does not support the routing or transmission of IP multicast traffic through the POI.
 - c) The TPIA Service may be resold by the Customer.
 - d) The POI may only be used by the Customer in conjunction with Shaw's TPIA service.
- 1.3 Because the Commission has forbore, in Telecom Regulatory Policy CRTC 2009-19, with respect to the regulation of this service as set out in that decision, Shaw may also provide the service in this tariff at rates and on terms different from the tariffed rates and terms pursuant to an agreement entered into between Shaw and the Customer that has been filed with the Commission for the public record.
- 1.4 The Customer, and its wholesale customers and subordinate wholesale customers, must be registered with the CRTC as a Reseller of Telecommunications Services or a Reseller of High-Speed Retail Internet Services prior to receiving the TPIA Service. Further, Customer, and its wholesale customers and subordinate wholesale customers, is required to comply with the consumer safeguards set out in the Appendix to Telecom Regulatory Policy CRTC 2017-11 or any subsequent CRTC directives. N
|
|
|
|

TPIA Service

Item 102 Terms and Conditions**Section 1 - General**

1.1 Nowhere in the tariff or in an Agreement entered into between Shaw and its customer with respect to this service, shall there be a limitation, restriction or other term that is less favourable than the basis on which Shaw uses its facilities to offer its own higher speed retail Internet Service.

1.2 TPIA Service offered by Shaw is subject to the terms and conditions contained in:

- a) this Tariff;
- b) any written agreements, including the TPIA Service Agreement, to the extent that they are not inconsistent with this Tariff, unless any such agreements expressly overrides this Tariff and have been approved by the CRTC.

All of the above bind both Shaw and its Customers.

1.3 These terms do not limit Shaw's liability in case of deliberate fault or gross negligence, anti-competitive conduct, or of breach of contract where the breach results from the gross negligence of Shaw.

1.4 As Per Telecom Decision CRTC 2002-13 and Telecom Regulatory Policy CRTC 2017-11, Customers of TPIA must make available to End-Users the following information within a reasonable period of time, in Braille, large print or computer diskette or such other format as is mutually agreed upon by the parties:

- a) upon request of End-Users who are blind:
 - i) billing statements;
 - ii) bill inserts sent to End-Users about new services or changes in rates for existing services; and
 - iii) any bill inserts that are mandated from time to time by the Commission; and
- b) upon request of End-Users or potential End-Users who are blind, information setting out the rates, terms and conditions of service.

However, in the case of a request for an excessively large volume of information, the service provider may limit the alternative format to computer diskette or any other electronic format mutually agreed upon by the parties.

Section 2 Effective Date of Changes

2.1 Subject to Section 2.2, changes to this Tariff, as approved by the CRTC, take effect on their effective date even though Applicants or Customers have not been notified of them or have paid or been billed at the old rate.

2.2 Where the Service to be provided by an agreed-upon date was not provided, through no fault of the Applicant or Customer, and in the meantime a rate increase has gone into effect, the non-recurring charges in place prior to the increase apply.

TPIA Service

Item 102 Terms and Conditions – cont'd

Section 3 Availability of Service

- 3.1 Shaw is not required to provide Service to an Applicant where:
 - a) Shaw would have to incur unusual expenses that the Applicant will not pay; or
 - b) the Applicant owes amounts to Shaw that are past due; or
 - c) the Applicant does not provide a reasonable deposit or alternative to a deposit pursuant to this Tariff.
- 3.2 Shaw is not required to provide Service to locations where it does not offer Retail IS.
- 3.3 TPIA Service is offered only in locations where Shaw currently offers its retail high-speed Internet service and where the appropriate facilities, equipment and necessary resources are available, as determined by Shaw.
- 3.4 Shaw does not warrant that the Service shall at all times be available. Requests for TPIA Service will be accommodated on a “first-come first-served basis”, based on the date of a completed application for TPIA Service.

TPIA Service

Item 102 Terms and Conditions – cont'd

- 3.5 In the event that the End-User's premises are located upon or within real property to which Shaw has not the requisite access or use right, access to the inside wire may not be available to Shaw. In these circumstances, Shaw cannot guarantee availability of the TPIA Service.

Section 4 Shaw Right to Enter Premises

- 4.1 Shaw's agents and employees may, at reasonable hours, enter Premises on which service is or is to be provided to install, inspect, repair and remove its facilities, to inspect and perform necessary maintenance in cases of network affecting disruption involving Applicant, Customer or End-User provided equipment.
- 4.2 Prior to entering premises, Shaw must obtain permission as the case may be, from the Applicant, Customer, the End-User or other responsible Person.
- 4.3 Entry is not subject to Section 4.1 and 4.2 in cases of emergency or where entry is pursuant to a court order.
- 4.4 Upon request, Shaw's agent or employee must show valid Shaw identification prior to entering the Premises.

Section 5 Interconnection

- 5.1 Customers are responsible to interconnect to one or more POIs designated by Shaw. Interconnecting to a POI makes it possible for a Customer to provide Retail IS to End-Users served by that POI. POI locations and interconnection procedures can be obtained from Shaw's CSG. A Customer wishing to interconnect at a POI may do so in accordance with the terms, conditions, rates and charges contained in the TPIA Service Agreement and the TPIA Tariff.

- 5.2 Customers are responsible for providing transmission facilities between their Premises and the POI. Interconnections at the POI must be made via (a) Fast Ethernet 100Base-FX, (b) Gigabit Ethernet, (c) 10 Gigabit Ethernet or other mutually-agreed on high-speed telecommunications facility as agreed to in the TPIA Service Agreement. The rates in this Tariff do not include the provision of such transmission facility(ies). 10 Gigabit Ethernet interconnecting circuits will be installed only where a speed order of 3 Gbps or greater is placed. The Customer must maintain a speed order of at least 3 Gbps on each 10 Gigabit Ethernet interconnecting circuit.

Shaw supports speeds in increments of 100 Mbps downstream. For each order by Customer to increase or decrease its interconnection speed, Shaw will charge the Capacity Rate Service Charges, as specified in Item 103, Section 3 – Service Elements, of this Tariff provided no physical changes to the interconnecting circuits are required. These orders (known as non-complex orders) will be completed within 15 business days of receipt of the order. Orders requiring physical changes to interconnecting circuits (known as complex orders) will be treated as subsequent requests in accordance with Item 103, Section 3.1, and will be completed within 60 business days of receipt of the order.

- 5.3 The location for interconnection, requested date, type of interconnection and other information must be provided, in the application for TPIA Service Application. Additional costs incurred by Shaw, as a result of changes to the application by the Customer, will be charged to the Customer.

TPIA Service

- 5.4 Shaw does not warrant that its facilities or equipment are compatible with any specific facilities or equipment of the Customer.
- 5.5 The Customer has overall responsibility for monitoring the performance of the transmission facilities between its Premises and the POI. Shaw is not responsible to the Customer or the Customer's End-Users for the design, engineering, testing or performance of the Customer's transmission facilities or the quality of the end-to-end Retail IS provided over them by the Customer to its End-Users.
- 5.6 Shaw may at its own discretion at any time change the location of the POI. The Customer will bear its own costs resulting from the relocation of any POI.

TPIA Service

Item 102 Terms and Conditions – cont'd

- 5.8 The Applicant or Customer must provide to Shaw a non-refundable deposit of \$1,000 for each POI in which it wishes to interconnect. Shaw will commence all necessary work following receipt of that deposit. The deposit will be applied to the POI charges required in order to interconnect at each POI.
- 5.9 The Customer may interconnect to a POI only in connection with the TPIA Service. Shaw will maintain a current list of POIs in this tariff.
- 5.10 Shaw and the Customer will provide each other advance written notice of POI and network change that affect the other party six months before the proposed change or when Shaw or the Customer makes the decision to proceed with the change, whichever is earlier. In either case a minimum six month notice is required.

Section 5 Interconnection

- 5.10 The Customer shall not implement any changes to its facilities or equipment or knowingly permit its End-Users to implement changes to their equipment which would, in the reasonable assessment of Shaw, materially affect Shaw's operations, services or network, without Shaw's prior consent, which shall not unreasonably be withheld.
- 5.11 The facilities or equipment used by the Customer, the Customer's carrier, or the Customer's End-Users, when interconnected to the network of Shaw, shall not:
- a) interfere with or impair any service offered over any facilities of Shaw or over the facilities of any carrier interconnecting to Shaw's network;
 - b) cause damage to Shaw's network;
 - c) impair the privacy of any communication carried over Shaw's facilities; or
 - d) create hazards to Shaw's employees or to the public.
- 5.12 A customer who has deliberately, or by virtue of a lack of reasonable care, caused loss or damage to Shaw's facilities, may be charged the cost of restoration or replacement of these facilities. In all cases, Customers are liable for damage caused to Shaw's facilities or equipment by the Customer, the Customer's employees or the Customer's End-Users.

Section 6 Maintenance, Repairs and Modification to Shaw's Network

- 6.1 Shaw assumes the costs of maintenance and repairs required due to normal wear and tear to its facilities, except that Shaw may charge for the additional expense incurred when the Applicant or Customer requires maintenance or repair work to be performed outside of regular working hours.
- 6.2 Shaw shall respond to Customer trouble reports only after the Customer has first determined that the trouble does not originate from its installations or equipment or the equipment of its End-Users. Where, at the request of the Customer, Shaw responds to a trouble report, and the trouble is determined by Shaw to originate from the Customer's installations or equipment or the equipment of its End-Users or the Customer's carrier, the Customer shall be charged the rates and charges set out in Item 103 of the Tariff.

TPIA Service

Item 102 Terms and Conditions – cont'd

- 6.3 Shaw reserves the right to modify, in whole or in part, the design, function, operation, technology or layout of its network, facilities, equipment or other components as Shaw, in its sole discretion, considers necessary. Shaw shall not be responsible to the Customer's carrier, the Customer's End-Users, or any other Person, for their facilities, equipment or other components, in whole or in part, which cease to be compatible with Shaw facilities or which become inoperative because of such modifications to Shaw's network, facilities, equipment, or other components.

Section 7 Transfer of End-Users

- 7.1 Before requesting the addition of or the transfer of an End-User to the TPIA Service, the Customer must obtain the prior consent of the End-User.
- 7.2 If the transfer of an End-User is validly disputed by the End-User or by an other Customer on behalf of the End-User, the End-User will be transferred back to the TPIA Service of the last authorized Customer. The Customer requesting the transfer must then provide to Shaw's CSG evidence of End-User authorization. If such End-User authorization is not provided within 15 business days from the date of request by Shaw's CSG, the Customer will be deemed to have requested an unauthorized transfer.
- 7.3 The Customer having requested the unauthorized transfer shall pay a \$60 charge to the authorized Customer.
- 7.4 For the purposes of Sections 7.1, 7.2 and 7.3 above, Shaw will be deemed to be a Customer.

Section 8 Restrictions on Use of Service

- 8.1 Customers and their End-Users are prohibited from using Shaw's TPIA Service or permitting it to be used for a purpose or in a manner that is contrary to any applicable law or regulation. Prohibited activities included, but are not limited to posting or disseminating material which is unlawful, posting or disseminating material which violates the copyright or other intellectual property rights of others, and any fraudulent activities.
- 8.2 Customers are prohibited from using Shaw's Service or permitting their End-Users to use it so as to prevent a fair and proportionate use by others or to interfere with their use by others.
- 8.3 Customer can only use the TPIA Service to provide Retail IS to their End-Users under the terms and conditions specified in this Tariff. Without limiting the generality of the foregoing, Customers are prohibited from operating as Competitive Local Exchange Carriers (CLECs) or Interexchange Carriers (IXCs) for the purposes of offering telephone service to their End-Users via the TPIA Service.
- 8.4 Customer's End-Users may not exceed the monthly data transfer limits for each product set by Shaw and detailed in Shaw's Acceptable Use Policy (AUP). Shaw reserves the right to monitor bandwidth usage, transmissions made or content posted or distributed via the TPIA Service and to take any measure that it deems necessary, in its sole discretion, to ensure compliance with these terms and conditions or to maintain the integrity of its network.
- 8.5 No payment may be exacted, directly or indirectly, from any Person by any party other than Shaw for the use of Shaw's Service except where otherwise stipulated by special agreement.
- 8.6 The provision of the TPIA Service, under this Tariff or the TPIA Service Agreement, does not constitute a joint undertaking by Shaw and its Customers in the provisioning of this Service.

Section 9 Cable Modems

- 9.1 The End-User cable modem is provided and maintained by the Customer or its End-User. The rates in this Tariff do not include the provision of the End-User cable modem.

TPIA Service

Item 102 Terms and Conditions – cont'd

- 9.2 The TPIA Service is provided only in connection with cable modems compatible with Shaw's access and distribution system. Shaw will maintain a list of compatible cable modem models. Shaw may change this list at any time with written prior notice when Shaw makes the decision to proceed with the change that results in a cable modem model no longer being connected to and compatible with Shaw's access and distribution network and systems. In all cases, a minimum of 6 months written notice is required.
- 9.3 Shaw remotely provisions and configures the End-User cable modem and remotely performs network checks and tests on the status of the End-User cable modem.

Section 10 Deposits and other guarantees

- 10.1 Except for the deposit provided for in Section 5.9, Shaw will not require a deposit from an Applicant or Customer at any time unless the Applicant or Customer:
- a) has no credit history with Shaw and will not provide satisfactory credit information;
 - b) has an unsatisfactory credit rating with Shaw due to previous payment practices regarding Shaw's services; or
 - c) presents an abnormal risk of loss.
- 10.2 Shaw will inform the Applicant or Customer of the specific reason for requiring a deposit, and of the possibility of providing an alternative to a deposit, such as arranging for third party payment, a bank letter of credit or a written guarantee from a third Person whose credit is established to the satisfaction of Shaw.
- 10.3 An Applicant or Customer may provide an alternative to a deposit provided it is reasonable in the circumstances.
- 10.4 Deposits earn interest at the Toronto Dominion Bank's prime rate, calculated on the balance of the deposit, and the interest earned before the monthly billing period. The interest will be credited to the account each month, or upon refund of the deposit.
- 10.5 Shaw will review the continued appropriateness of deposits and alternative arrangements at six-month intervals. When Service is terminated or the conditions which originally justified the deposit or alternative are no longer present, Shaw will promptly refund the deposit, with interest, or return the guarantee or other written undertaking, retaining any amount then owed to it by the Customer.

Section 11 Confidentiality of Customer Records

- 11.1 A Customer may request information regarding its account, and Shaw shall provide the information requested if:
- a) the Customer has given Shaw sufficient advance notice and details of the information sought to allow Shaw to comply with the request, and
 - b) the Customer agrees to reimburse Shaw for costs if Shaw would incur unusual expenses to provide the information.
- 11.2 Unless a Customer consents in writing or disclosure is pursuant to a legal power, all information kept by Shaw regarding the customer, other than the customer's name, address and listed telephone number, are confidential any may not be disclosed by Shaw to third parties.

TPIA Service

Item 102 Terms and Conditions – cont'd

- 11.3 The Customer cannot assign its rights or obligations pursuant to the TPIA Service Agreement without having obtained the prior written consent of Shaw, which consent shall not unreasonably be withheld.

Section 12 Limitation of Liability

- 12.1 Shaw is in no way liable for the content transmitted over its facilities. Shaw's liability with respect to the provision of the Service is limited to providing the Service, subject to the terms and conditions described in this Tariff or the TPIA Service Agreement or any related agreement.
- 12.2 Shaw does not guarantee uninterrupted working of its Service and/or facilities.
- 12.3 Where there are omissions, interruptions, delays, errors or defects in transmission, or failures or defects in Shaw facilities, Shaw's liability is limited to a refund of charges, on request, proportionate to the length of time the problem existed. However, where the problem is occasioned by Shaw's negligence, Shaw is also liable for the amount calculated in accordance with section 12.5. Except for interruptions due to events of force majeure, the Customer shall be entitled, in such case, to a credit, provided that;
- a) Shaw is notified by the Customer;
 - b) A written request for credit is filed by the Customer with Shaw within fifteen (15) days of such notification.
- 12.4 Shaw cannot be held liable by the Customer, the Customer's Carrier, or the Customer's End-Users or any other Person, for damages resulting from errors, omissions, interruptions, delays, transmission errors, transmission defects, network outages, failures or defects in its facilities or the Service, or for damages from any other causes except to the extent that such damages are attributable to gross negligence or deliberate fault of Shaw.
- 12.5 Except with regard to physical injuries, death or damages to the Customer's premises or other property occasioned by its negligence, Shaw's liability for negligence is limited to three times the monthly charges related to Service subscribed by the Customer pursuant to the present Tariff.
- 12.6 Shaw is not liable for;
- a) any act or omission on the part of the Customer or its employees, agents or contractors arising from the furnishing of Retail IS by the Customer to its End-Users;
 - b) any act or omission of the Customer's Carrier whose facilities are used by the Customer to interconnect to Shaw's designated POI;
 - c) defamation or copyright infringement arising from content transmitted or received over Shaw's facilities;
 - d) infringement of patents arising from combining or using the Customer or the Customer's Carrier facilities with Shaw's facilities.
- 12.7 Customers of the TPIA Service shall indemnify Shaw against claims made by the Customer's Carrier or the Customer's End-Users.

Section 13 Payment

- 13.1 The TPIA Service contained in this Tariff is made available to ISPs as Customers of the TPIA Service. The Customer is billed on a monthly or one-time basis, where applicable, by Shaw for the Service it provides pursuant to this Tariff.

TPIA Service

Item 102 Terms and Conditions – cont'd

- 13.2 Monthly rates are payable in advance the first day of each month. One-time charges are payable thirty (30) days from the date of billing. The mere lapse of time in performing the obligations to pay under this Tariff will put the Customer in default. Without limiting the scope of this provision, any unpaid amount by the Customer will bear interest as of the thirtieth (30) day following the invoice date at a rate of 1.5% per month (or 19.5% annually). Interest will be calculated on a daily basis and compounded monthly on the last day of each thirty (30) day period following the invoice date. Any partial payment shall be applied first to the interest, then to the principal, beginning with the earliest outstanding amount from the due date, irrespective of charges added to the Customer's invoice.
- 13.3 Subject to Section 13.5 and 13.6, charges cannot be considered past due until the next bill has been generated.
- 13.4 In exceptional circumstances, for example when a Customer presents an abnormal risk of loss to Shaw, prior to the normal billing date, Shaw may request payment from the Customer on an interim basis for the non-recurring charges that have accrued providing the Customer with details regarding the charges in question. In such cases, subject to Section 13.5, the charges can be considered past due three days after they are incurred or three days after Shaw demands payment, whichever occurs later.
- 13.5 No charge disputed by a Customer can be considered past due unless Shaw has reasonable grounds for believing that the purpose of the dispute is to evade or delay payment.
- 13.6 Shaw may request immediate payment in extreme situations, provided that a notice has been issued pursuant to Section 13.4 and the abnormal risk of loss has substantially increased since that notice was given or Shaw has reasonable grounds for believing that the Customer intends to defraud Shaw.

Section 14 Minimum Contract Period and Cancellation Before Service Commencement

- 14.1 The minimum contract period for the TPIA Service is one (1) year commencing from the date the Service is provided, except where Shaw has stipulated a longer period for provision of special construction or special assemblies. The minimum contract period does not apply to End-User charges.
- 14.2
- 14.3 A Customer who cancels or delays a request for Service before installation work has started cannot be charged by Shaw. Installation work is considered to have started when the Customer has completed and returned its application for the TPIA Service Application and Shaw has incurred any related expenses. A Customer who cancels or delays a request for Service after installation work has started but before Service has started, will be charged the lesser of the full charge for the entire minimum contract period plus the POI Access Charge and the estimated costs incurred in installation less estimated net salvage. The estimated installation costs include the costs of unsalvaged equipment and materials specifically provided or used plus the cost of installing, including engineering, supply expense, labor and supervision, and any other disbursements resulting from the installation and removal work.

TPIA Service

Item 102 Terms and Conditions – cont'd**Section 15 Renewal**

- 15.1 The Service will be automatically renewed for subsequent periods of one year unless the Customer has given to Shaw a notice of cancellation of the Service 90 days prior to the end of the initial period or any renewal thereof.

Section 16 Customer-Initiated Termination of Service

- 16.1 Customers who give Shaw 90 days prior notice may terminate their Service after expiry of the minimum contract period or any renewal thereof, in which case they must pay charges due for Service which has been furnished.
- 16.2 Before expiry of the minimum contract period or any renewal thereof, customers may terminate their service upon prior written notice to Shaw in which case they must pay a termination charge equal to the total remaining balance of the monthly rates for the minimum contract period or any renewal thereof.

Section 17 Shaw-Initiated Suspension or Termination of Service

- 17.1 Shaw may suspend or terminate a Customer's Service only where the Customer:
- a) fails to pay an account of the Customer that is past due, provided it exceeds five hundred dollars (\$500) or has been past due for more than two months;
 - b) fails to provide or maintain a reasonable deposit or alternative when required to do so pursuant to this Tariff;
 - c) fails to comply with the terms of a deferred payment agreement;
 - d) repeatedly fails to provide Shaw with reasonable entry and access in conformity with Section 4 of Item 102;
 - e) contravenes Sections 5.10 and 5.11 of Item 102;
 - f) contravenes Sections 8.1 or 8.2 of Item 102; or
 - g) fails to provide payment when requested by Shaw pursuant to Section 13.6 of Item 102.
- 17.2 Shaw may not suspend or terminate Service in the following circumstances:
- a) where the Customer is prepared to enter into and honour a reasonable deferred payment agreement; or
 - b) where there is a dispute regarding the basis of the proposed suspension or termination, provided payment is being made for undisputed outstanding amounts and Shaw does not have reasonable grounds for believing that the purpose of that dispute is to evade or delay payment.
- 17.3 Prior to suspension or termination of Service, Shaw will provide the Customer with reasonable advance notice, stating:
- a) the reason for the proposed suspension or termination and the amount owing (if any);
 - b) the scheduled suspension or termination date;
 - c) that a reasonable deferred payment agreement can be entered into (where the reason for suspension or termination is failure to pay);
 - d) the reconnection charge;
 - e) the telephone number of a Shaw representative with whom any dispute may be discussed; and
 - f) that disputes unresolved with this representative may be referred to a senior Shaw manager.

TPIA Service

Item 102 Terms and Conditions – cont'd

Where repeated efforts to contact the Customer have failed, Shaw will deliver such advance notice to the billing address.

For the purposes of Item 102.17.3, reasonable advance notice for the termination or suspension of the service of a Customer that is a competitor will generally be at least 30 days.

Section 17 Shaw-Initiated Suspension or Termination of Service

- 17.4 In addition to the notice required by Section 17.3, Shaw will, at least twenty-four (24) hours prior to suspension or termination of the Service, advise the Customer or any other responsible Person that suspension or termination is imminent, except where;
- a) repeated efforts to so advise have failed;
 - b) immediate action must be taken to protect Shaw from network harm resulting from Customer provided installations or equipment or from the use of the Service by the Customer; or
 - c) the suspension or termination occurs by virtue of a failure to provide payment when requested by Shaw pursuant to Section 13.6.
- 17.5 Notwithstanding the provisions of Sections 17.3 and 17.4, nothing contained within this Tariff shall be deemed to preclude Shaw from suspending or terminating forthwith the TPIA Service to a Customer or its End-User if such immediate action is necessary in the circumstances, in the reasonable assessment of Shaw, to maintain the integrity of its network. In cases of such suspension or termination, the Customer will be promptly notified by Shaw and afforded the opportunity to correct the condition that gave rise to the suspension or termination.
- 17.6 Except with Customer consent or in exceptional circumstances, suspension or termination of Service may occur only on business days between 8 a.m. and 4 p.m., unless the business day precedes a non-business day in which case disconnection may not occur after 12 noon.
- 17.7 All Retail IS provided to its End-Users by the Customer via the TPIA Service and Shaw's network will be affected as a result of suspension or termination of the Service. No suspension or termination of the End-User's basic cable service provided by Shaw will result from suspension or termination of the TPIA Service.
- 17.8 Suspension or termination of Service does not affect the Customer's obligation to pay any amount owed to Shaw.
- 17.9 In the case of suspension of Service, Shaw must make a daily pro rata allowance based on the monthly charge for the Service.
- 17.10 In the case of termination of Service pursuant to this section, the Customer must pay a termination charge equal to the total remaining balance of the monthly rates for the minimum contract period or any renewal thereof.
- 17.11 In the case of termination or suspension of Service, reconnection and disconnection charges may apply.
- 17.12 Where it becomes apparent that suspension or termination of the Service occurred in error or was otherwise improper, Shaw must restore Service during business hours on the next working day, at the latest, unless exceptional circumstances do not permit this, and no reconnection charges shall be levied.

TPIA Service

Item 102 Terms and Conditions – cont'd**Section 18 Shaw-Initiated Disconnection of a Customer's End-User**

- 18.1 Shaw may disconnect an End-User of a Customer only where the End-User:
- a) contravenes Sections 5.10 and 5.11 of Item 102;
 - b) contravenes Sections 8.1 or 8.2 of Item 102;
 - c) contravenes Section 8.4 of Item 102 by continuing to exceed the monthly data transfer limits outlined in Shaw's Acceptable Use Policy (AUP) after receiving two (2) prior notices from Shaw advising of the violation.
- 18.2 Prior to disconnection of an End-User, Shaw will provide the Customer with reasonable advance notice stating:
- a) the reason for the proposed disconnection of the End-User;
 - b) the scheduled disconnection;
 - c) the reconnection charge;
 - d) the telephone number of a Shaw representative with whom any dispute may be discussed;
 - e) that disputes unresolved with this representative may be referred to a senior Shaw Manager.

Where repeated efforts to contact the Customer have failed, Shaw must deliver such advance notice to the billing address.

- 18.3 In addition to the notice required by Section 18.2, Shaw will, at least twenty-four (24) hours prior to disconnection of an End-User, advise the Customer that disconnection of its End-User is imminent, except where:
- a) repeated efforts to so advise have failed;
 - b) immediate action must be taken to protect Shaw from End-User provided equipment or from the use of the Service by an End-User.
- 18.4 Notwithstanding the provisions of Sections 18.2 and 18.3, nothing contained within this Tariff shall be deemed to preclude Shaw from disconnecting forthwith any End-User if such action is necessary in the circumstances, in the reasonable assessment of Shaw, to maintain the integrity of its network. In cases of such disconnection, the Customer will be promptly notified by Shaw and its End-User afforded the opportunity to correct the condition that gave rise to the disconnection.
- 18.5 Shaw must restore the connection of the End-User, without undue delay, where the grounds for disconnection of the End-User no longer exist. Reconnection charges may apply.
- 18.6 Where it becomes apparent that disconnection occurred in error or was otherwise improper, Shaw must restore connection during business hours, on the next working day, at the latest, unless exceptional circumstances do not permit this, and no reconnection charges shall be levied.

Section 19 Second-Level Testing of Cable Modems

- 19.1 Customers may submit DOCSIS-certified modems to Shaw for testing. Shaw will undertake second-level testing of the cable modem to ensure compatibility with Shaw's network.
- 19.2 No second-level testing of the cable modem is required where the same cable modem model has previously been found to be compatible with Shaw's network or that is the same model as that used by Shaw for its retail IS.
- 19.3 The specific combination of the firmware, hardware and software defines the cable modem model. Changes to one of these elements would constitute a change to the cable modem model.
- 19.4 A summary of the second-level test plan and the list of cable modem models that have passed second-level testing are available upon request.

TPIA Service

Item 103 Rates and Charges**Section 3 Service Elements**

3.1 TPIA Service consists of the following elements:

- a) ISP Registration Fee: A charge applies and provides for the processing of the request for the TPIA Service;
- b) Initial Report Fee: A one-time charge for engineering, operations and administration work required to provide the Initial Report as described in the Shaw TPIA Service Agreement.
- c) Subsequent Report Fee: A charge for the engineering, operations and administration work required to provide a Subsequent Report for revised or additional interconnection facilities to an ISP already connected to the POI and not requiring additional fibre placement or splicing.
- d) POI Entrance Fee: A one-time charge for connection from the POI to the ISP Port on the router.
- e) POI Configuration Fee: A one-time charge for connection from existing facilities within the POI Premises to the ISP Port on the router.
- f) TPIA Transport: A monthly rate applies and provides for the use of Shaw's network between the POI and the Customer's End-Users' Premises. The demarcation point is the port on the End-User's cable modem. The End-User's cable modem is not provided by Shaw nor is Shaw responsible for any repairs or maintenance to the cable modem.
- g) Installation (Standard): An Installation (Standard) charge provides for the connection of an outlet and signal strength test at the End-User's premise.
- h) Transfer Charge: A charge applies when a customer transfers an End-User from Shaw's retail IS or another Customer of the TPIA Service.
- i) POI Capacity Charge:
 - i) Monthly Capacity Rate per 100 Mbps downstream: Monthly capacity charges pro-rated based on the speed change order implementation date.
 - ii) Monthly Capacity Change Service Charges: These charges apply to each order to increase or decrease interconnection speed, provided no physical changes to interconnecting circuits are required (i.e. non-complex orders). These charges are a per-order rate plus an additional per-interface rate for each interconnecting circuit affected by the order.
- j) Second-level testing of cable modems: A charge will be applied when a Customer submits a cable modem to Shaw for second-level testing:
 - i) the fee does not apply to one cable modem model submitted by a Customer for second-level testing, per 12-month period;
 - ii) the fee does not apply to second-level testing of a cable modem model where the cable modem model fails second-level testing, to a maximum of two failures; and
 - iii) cable modem testing failures, referenced in ii), shall not be considered the one free second-level testing, referenced in i), unless that cable modem model has already failed second-level testing twice.

3.2 Where it is apparent that an End-User's aerial drop requires replacement Shaw will undertake the required work without prior consultation with the Customer.

TPIA Service

Item 103 Rates and Charges

Section 3 Service Elements

Rates and Charges for TPIA Service Elements		
	Monthly Rate	Charge
Access Service Speed Bands		
Band 1: 0 Mbps to 10 Mbps Downstream and up to 1 Mbps Upstream	\$9.34	n/a
Lite Speed (up to 1 Mbps download/256 Kbps upload) (Note 1)		n/a
Internet 5 (up to 5 Mbps download/512 Kbps upload)		n/a
High Speed (up to 7.5 Mbps download/512 Kbps upload) (Note 1)		n/a
Band 2: 11 Mbps to 29 Mbps and up to 5 Mbps Upstream	\$11.23	n/a
High Speed 10 (up to 10 Mbps download/ 512 Kbps upload) (Note 3)		n/a
Internet 15 (up to 15 Mbps download/ 512 Kbps upload)		n/a
High Speed 20 (up to 20 Mbps download/512 Kbps upload) (Note 1)		n/a
Internet 20 (up to 20 Mbps download/ 1.5 Mbps upload)		n/a
Extreme Speed (up to 25 Mbps download/ 2.5 Mbps upload) (Note 3)		n/a
Band 3: 30 Mbps to 49 Mbps and up to 8 Mbps Upstream	\$14.91	n/a
Internet 30 (up to 30 Mbps download/ 5 Mbps upload)		n/a
Band 4: 50 Mbps to 99 Mbps and up to 10 Mbps Upstream	\$20.52	n/a
Broadband 50 (up to 50 Mbps download/5 Mbps upload) (Note 3)		n/a
Internet 60 (up to 60 Mbps download/ 6 Mbps upload)		n/a
Internet 75 (up to 75 Mbps download / 7.5 Mbps upload)		n/a
Band 5: 100 Mbps to 129 Mbps and up to 15 Mbps Upstream	\$28.17	n/a
Broadband 100 (up to 100 Mbps download/6 Mbps upload) (Note 3)		n/a
Internet 120 (up to 120 Mbps download/10 Mbps upload) (Note 4)		n/a
Band 6: 130 Mbps to 250 Mbps and up to 15 Mbps Upstream	\$41.36	n/a
Internet 150 (up to 150 Mbps download/15 Mbps upload)		n/a
Broadband 250 (up to 250 Mbps download/15 Mbps upload) (Note 2)		n/a
Transfer Charge to Another ISP (per transfer)	\$20.80	n/a
Installation Standard	n/a	\$77.51
Service Call (one hour minimum)		
First hour	n/a	\$69.64
Each additional 15 minutes	n/a	\$15.60
POI Entrance	n/a	\$6,527.00
POI Configuration	n/a	\$2,800.00
ISP connection at POI		
ISP Registration Fee	n/a	\$370.50
Initial Report Fee (per POI)	n/a	\$1,040.00
Subsequent Report Fee	n/a	\$603.20
ISP End-User Service Charge	n/a	\$5.00
Service charge for changes to Customer's End-User specifications		
POI Capacity Charge		
Capacity Rate per 100 Mbps	\$296.10	
Capacity Rate Service Charges		
• Per-order Rate		\$116.45
• Per-interface Rate		\$256.79
Second-level testing of cable modems	n/a	\$8,780.00

TPIA Service

Note 1: As of July 21, 2014, no longer available for new End-Users but grandfathered for existing End-Users.

Note 2: As of September 23, 2014, no longer available for new End-Users but grandfathered for existing End-Users.

Note 3: As of August 17, 2015, no longer available for new End-Users but grandfathered for existing End-Users.

Note 4: As of June 5, 2017, no longer available for new End-Users but grandfathered for existing End-Users

TPIA Service

Item 104 POI Locations**Section 1 List of POI Locations**

POI Name	POI Location
Vancouver Island	Victoria, BC
Lower Mainland	Vancouver, BC
Okanagan	Kelowna, BC
Southern Alberta	Calgary, AB
Central Alberta	Red Deer, AB
Northern Alberta	Edmonton, AB
Fort McMurray	Fort McMurray, AB
Saskatchewan	Saskatoon, SK
Manitoba	Winnipeg, MB
Sault Ste Marie	Sault Ste Marie, ON
Thunder Bay	Thunder Bay, ON

TPIA Service

Item 105 Shaw's Internet Traffic Management Practices (ITMP)**Section 1 ITMP General**

- 1.1 In accordance with Telecom Regulatory Policy CRTC 2009-657, Shaw's ITMPs are not approved by the CRTC and as such the information contained herein with regard to Shaw's ITMPs is provided for information purposes only.
- 1.2 To ensure the proportional use by all end-users and to maintain the integrity of the network, Shaw has implemented technical ITMPs that will apply equally to Shaw's own Retail IS End-Users and the End-Users of the Shaw TPIA Service.
- 1.3 Shaw's ITMPs were introduced to quickly address upstream congestion caused by some classes of applications while standard network expansion activities are undertaken to increase the bandwidth availability for all users.
- 1.4 In the event of upstream congestion on a serving area node, the amount of upstream bandwidth allotted to P2P applications completing non real-time file transfer activity within that serving area node may be reduced to 80 kbps per End-User. This could result in the upload of the non real-time P2P file transfer taking longer to complete than during times of non-congestion. Shaw's ITMPs are not applied to downstream data transfer, real-time interactive or time-sensitive Internet applications.
- 1.5 Prior to implementing new ITMPs or undertaking material changes to existing ITMPs, Shaw will provide the TPIA Customer with a minimum of sixty (60) days advance notice.
- 1.6 Shaw will not be required to provide advance notification of any changes to its ITMPs that are a matter of housekeeping or result in a less restrictive ITMP. In these situations the changes will be effective on the date Shaw provides notification to TPIA Customers.
- 1.7 Pursuant to paragraph 64 of Telecom Regulatory Policy CRTC 2009-657, TPIA Customers are required to provide information regarding technical ITMPs to their End-Users within thirty (30) days of Shaw issuing revised ITMP tariff pages, or where applicable, Commission approval of the tariff pages is granted.
- 1.8 If Shaw provides notification of changes in accordance with Item 1.6 above, TPIA Customers are required to provide notification of the changes to their customers as soon as reasonably possible.
- 1.9 Pursuant to paragraph 104 of Telecom Regulatory Policy CRTC 2009-657, any End-User personal information collected by TPIA Customers for the purpose of traffic management cannot be used for other purposes or disclosed to other parties. The aggregated information may only be collected and used for the purposes of network planning and engineering of the network.