

SHAW CABLE - JOINT TERMS OF SERVICE

Updated February 26, 2018

Introduction

Thank you for choosing Shaw!

By using or subscribing to any of Shaw's services*, including its cable, Internet and/or digital phone services and any related services (collectively or individually, the "**Services**") provided by any of Shaw Cablesystems G.P., Shaw Telecom G.P. or its or their partners and/or associates (collectively, "**Shaw**"), you agree to the following terms and conditions of service (the "**Terms of Service**"):

These Terms of Service constitute the understanding between Shaw ("**Shaw**" or "**our**") and the customer ("you" or "your") subscribing to all or any of the Services. These Terms of Service govern the Services and any devices and/or equipment, including, without limitation, ethernet devices, digital cable terminals, digital video recorders and software used in conjunction with the Services ("**Equipment**"). You acknowledge that the Equipment may be purchased by you and become "**Your Equipment**" (as defined below under the heading "Equipment, Installation, Maintenance and Return Responsibilities") or be provided to you by Shaw under a rental arrangement, in which case the Equipment shall be referred to as the "**Rental Equipment**". By activating the Services, you acknowledge that you have read, understand and agree to these Terms of Service as set out below. Shaw recommends that you print a copy of these Terms of Service and the Acceptable Use Policy applicable to the Services to which you subscribe. If you are not an Internet service subscriber you may contact Shaw at any time to obtain a printed copy of these Terms of Service.

If you do not wish to be bound by these Terms of Service 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 Services and immediately contact Shaw.

In addition to the terms contained in these Terms of Service, these Terms of Service are also subject to the terms and conditions set out in the Shaw Acceptable Use Policies applicable to the Services, and available at www.shaw.ca, or as may be required by statute or regulation.

YOUR NON TERMINATION OR CONTINUED USE OF THE SERVICES AFTER THE EFFECTIVE DATE OF ANY CHANGES MADE TO THESE TERMS OF SERVICE CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS OF SERVICE AS MODIFIED BY SUCH CHANGES.

The customer can obtain more information about the Services and these Terms of Service by contacting Shaw's customer services at the telephone number(s) shown on the front of your billing invoice or on-line at www.shaw.ca. You may also contact Shaw through Shaw's local branches listed in the Contact Us section on Shaw's web site at www.shaw.ca or the telephone directory.

*The details of the various Services packages, including other products and services offered by Shaw, can be found on our web site at www.shaw.ca. Shaw may, at its discretion, make changes to the Services from time to time, including changing Services fees or channel placement, introduce and/or substitute new basic and tier packages of Cable Services and change the Services in and prices of existing packages of Cable Services.

Use of the Services

1. The Services may only be used in accordance with the Shaw Acceptable Use Policy applicable to such Services.
2. The Equipment, technology and/or processes provided to you may be subject to intellectual property rights reserved by Shaw or third parties. Nothing contained in these Terms of Service

shall grant to you any right, license, title or ownership of, in or to any intellectual property rights of Shaw or any third party in such Equipment, technology or processes.

3. Shaw, the Shaw logo and certain product or service names are registered trade-marks or trade-marks of Shaw Cablesystems G.P. You agree not to copy, display or use in any manner any of Shaw's trade-marks without Shaw's express prior permission. Other product, information or company names mentioned in these Terms of Service may be the registered trade-marks or trade-marks of their respective owners.
4. Federal law provides severe civil and criminal penalties for the unauthorized reproduction, distribution or exhibition of copyrighted motion pictures and certain programming and Shaw shall not be liable for the same, nor is Shaw granting you any rights in that regard whatsoever.

Content

Shaw does not warrant the condition or content of any programming you are able to view with Shaw's Cable Services or the content you are able to access on the Internet through the use of Shaw Internet Services. You acknowledge that there may be programming content or other content that you may find offensive and you agree that your viewing and/or use of such content is at your own risk. Some programming and/or content may not be suitable for minors and you agree to supervise all minors whom you permit to view the programming and/or access the content from the Internet through your account with Shaw.

Service Interruption/Shaw's Right of Entry

1. Shaw and/or its agents may interrupt and/or inspect the Rental Equipment and/or the Services at any time for any duration of time, without notice or liability to you, in order to install, inspect, repair, replace or perform necessary maintenance on the Rental Equipment, its facilities and/or network, or for other technical reasons as may be required.
2. You agree to provide Shaw access to the Rental Equipment (including reasonable access to the location the Services are provided ("**Service Location**") as may be reasonably necessary under the circumstances. Shaw's employees/agents will show identification prior to entering the Service Location. Shaw is only required to provide you reasonable notice if Shaw needs access inside the Service Location. If you are not the owner of the Service Location, it is your responsibility to obtain and maintain access rights for the purpose of enabling Shaw employees and/or agents to install, maintain and provide the Services at such Service Location.
3. You understand that the Services do not function in the event of a power failure and regardless of where the power failure arises. In addition, a power failure or disruption may require Shaw to reset or reconfigure the Rental Equipment, its facilities and/or network to reactivate the Services.

IMPORTANT:

Shaw does not warrant uninterrupted use of the Services and will not apply any rebate for service interruptions.

Equipment, Installation, Maintenance and Return Responsibilities

1. Shaw may install or cause to be installed the Rental Equipment in the Service Location. The Rental Equipment is provided for your use of the Services and will at all times remain the property of Shaw. You will not sell, lease, transfer or assign the Rental Equipment. You may use the Rental Equipment only at the Service Location address you have indicated to Shaw at the time you subscribe to the Services. You will not re-arrange, disconnect, remove, repair or otherwise interfere with the Rental Equipment nor will you relocate the Rental Equipment to another address without Shaw's prior written consent.

2. Rental Equipment provided by Shaw will be charged as part of the monthly Services fee, plus applicable taxes. Shaw may require you to pay a Rental Equipment deposit prior to providing you with the Rental Equipment. You agree to keep all of the Rental Equipment free and clear of any lien or encumbrance of any kind whatsoever. If you become aware that any lien or encumbrance has been placed on the Rental Equipment you are responsible to notify Shaw immediately and to assist Shaw in removing same.
3. You are responsible for the safekeeping of the Rental Equipment. If, while in your care, the Rental Equipment is damaged, lost or stolen you agree to pay Shaw the full cost, including the costs incurred by Shaw to recover, repair and/or replace the Rental Equipment. You hereby authorize Shaw to charge your account and process payment for all Rental Equipment charges, plus applicable taxes, using any of the payment methods accepted by Shaw for your account (including pre-authorized credit card or bank withdrawal).
4. Any unauthorized attachments to the Rental Equipment or interfering or tampering with the Rental Equipment or unauthorized use of the Rental Equipment are prohibited and may constitute theft under the Criminal Code of Canada.
5. You are required to return the Rental Equipment to Shaw in good working order as follows (i) if your Services have expired or are terminated, within thirty (30) days of your Services being disconnected, (ii) if Shaw has replaced your Rental Equipment, within thirty (30) days of the replacement order, or (iii) if Shaw has provided you Rental Equipment for self-install and you do not install such Rental Equipment, within thirty (30) days of the self-install order.

In the event that the Rental Equipment is not returned to Shaw as set out above, you agree to pay to Shaw a "**Rental Equipment Non-Return Fee**", in an amount equivalent to the undiscounted retail value of the Rental Equipment, which amount will vary based on the type and model of the Rental Equipment, plus applicable taxes. The Rental Equipment Non-Return Fee will be applied and appear as a charge on your Shaw account on the date (i) your Services have expired or are terminated, (ii) a replacement order for Rental Equipment has been made, or (iii) a self-install order for Rental Equipment has been made, as applicable, provided however that if the Rental Equipment has been returned to Shaw within thirty (30) days as set out above payment will not be processed and the Rental Equipment Non-Return Fee charged to your Shaw account will be reversed. If the Rental Equipment has not been returned to Shaw as set out above, payment for the Rental Equipment Non-Return Fee will be processed using any of the payment methods accepted by Shaw for your account (including preauthorized credit card or bank withdrawal).

The Rental Equipment may be returned to any Shaw retail location. For information concerning a Shaw location near you and to arrange the return of the Rental Equipment you can contact Shaw's customer service on-line (www.shaw.ca) or by phone (1.888.472.2222). Shaw is not responsible for any Rental Equipment which is stolen, lost in transit or is otherwise not received by Shaw for any reason within the thirty (30) day return periods described above.

6. All Equipment and devices purchased and paid for by you, which are neither returnable to nor refundable by Shaw, and that you are required to supply for access and use of the Services or that you use in connection with the Services, such as audio devices, telephones, home security and/or medical devices, fax machines, computer equipment or any other equipment and/or associated devices (collectively, "**Your Equipment**") shall be and remain your responsibility. You agree that Shaw is not responsible for any damage or loss to Your Equipment arising from your use of the Services. You further acknowledge and agree that Shaw is not responsible for the installation, operation, maintenance, use or support of Your Equipment, including without limitation, the compatibility of Your Equipment with any Rental Equipment or the Services.

7. Certain digital set-top boxes used by customers who subscribe for cable television or video services automatically collect raw household tuning data ("**Tuning Data**"). The collection of Tuning Data is further described in Shaw's Privacy Policy.
8. You are responsible to supply at your cost all telephones required if you subscribe to the Shaw Digital Phone Services, including the supply of all wiring inside the Service Location needed to connect to the Services. Shaw has no obligation to maintain or repair any facilities or equipment owned by you.
9. Shaw supports a feature on certain Internet modems that provides the ability to broadcast a secondary WiFi network ("**Shaw Hotspot**"). If your modem has this feature you have the option to enable or disable it at any time. See shaw.ca/ShawHotspot for more information.

Payment Terms

1. You agree to pay Shaw the total charges for access to and/or use of the Services, including, without limitation: fees applicable to installation; Rental Equipment rental, deposits, or non-return charges; processing fees, costs incurred by Shaw and interest charges, if your account is past due; service calls; toll or long distance uses; calling cards; directory assistance uses; all orders for pay-per-view programming (PPV), video on demand programming (VOD) or subscription sports programming services; plus any applicable federal, provincial or regulatory taxes or surcharges, incurred in connection with the access to and/or use of the Services (as all such fees may be changed from time to time). Shaw will bill you each month in advance for the Services (usage based Services will be billed in arrears). Unless otherwise indicated at the time you place your order for PPV, VOD subscription sports programming services or other one-time or recurring purchase products, all sales are final and no fees will be refunded if you cancel your Services.
2. You agree to pay all amounts by the due date indicated on your invoice by using any of the payment methods accepted by Shaw. Payments made after the statement date on your invoice will be reflected on your next invoice. Amounts owing after the due date are subject to a late payment interest charge calculated on the outstanding amount at 2% per month (26.8% per year) until paid in full. If your account remains unpaid for 60 days, Shaw may refer your account to a collections agency and you agree to pay a fee of \$20.00 for services relating to the administration, processing, or service costs for your account (for example, collections efforts due to non-payment or suspension, disconnection or reactivation of your Services). You agree to pay Shaw \$25.00 if your credit card is denied or if your cheque is returned due to non-sufficient funds. Payment of the full amount due will be required before the Services may be restored, provided Shaw is not under any obligation to restore the Services to any person who continues to fail to make timely payment of the amounts due or abuses Shaw's Acceptable Use Policy applicable to the Services.
3. You are responsible to ensure that the billing information you provide Shaw is accurate. You agree to promptly notify Shaw of any changes in your billing information.
4. You are responsible for any costs, including legal fees and expenses, collection agency fees or payments and Court costs incurred by Shaw to collect any amounts owing under these Terms of Service.
5. If you are receiving the Services through a trial period offer, you agree that upon the expiry of such trial period, you will be bound by the payment requirements set out in this Section unless the Services are terminated in a manner set out below under the heading "Shaw-Initiated Termination or Suspension" prior to the end of such trial period.
6. You must bring billing invoice questions and disputes to Shaw's attention within 60 days of the invoice date. Your failure to contact Shaw regarding any invoice will constitute your acceptance

of the invoice. Shaw maintains discretion to disconnect services during a dispute if satisfactory payment arrangements have not been made by you.

Credit and Security Deposit

Shaw reserves the right to examine your credit records at any time, whether before or after providing you the Services.

Shaw's Provision of Services

Shaw is not required to provide the Services where:

- (a) the Service Location is located outside of Shaw's service or licensed geographic area;
- (b) you have failed to make payment of the amounts due for the Services and/or the Rental Equipment; or
- (c) Shaw would have to incur unusual expenses to bring the Services to the Service Location, which you do not agree to pay.

Software and Firmware Updates

You expressly agree to receive software and firmware updates in relation to the Services. Such updates may change, add or remove features and/or functionalities of the Equipment and/or the Services.

Shaw IDs

Primary Shaw IDs may only be registered by the customer subscribing to the Services. You are responsible for any and all Secondary Shaw ID holders added to the account and their compliance with these Terms of Service and the Acceptable Use Policy applicable to the Services, to the extent such terms relate to their use. You agree to communicate any and all notices from Shaw to the Secondary ID holders, to the extent applicable. You may only provide your household members with Secondary Shaw IDs.

If You are Moving

If you are moving you are responsible to notify Shaw at least 30 days prior to the date you are moving. If you move to a location that is outside of the area served by Shaw and are not subject to a service agreement, these Terms of Service shall be terminated and you must return all Rental Equipment to Shaw. If you are a Shaw Digital Phone subscriber and you move to a new location within Shaw's serving area and you wish to transfer the Shaw Digital Phone Services, including your current telephone number to the new premises, you must give Shaw a minimum of 15 calendar days advance notice. For Shaw Digital Phone Services, you may only transfer your telephone number within the same exchange area. The ability to transfer the Services to a new location is dependent on the availability of the Services at the new location and subject to change depending on the available channel lineup, packages and pricing in the new location.

Customer-Initiated Termination

1.

- (a) In relation to residential accounts, you may terminate the Services at any time by notifying Shaw at 1-888-472-2222 of your desire to terminate;
- (b) In relation to business accounts, you may terminate the Services as follows:

- (i) Where Shaw's provision of the Services is governed by a separate signed service agreement, the termination provisions of such agreement shall apply.
 - (ii) Where Shaw's provision of the Services is not governed by a separate signed service agreement, the following shall apply:
 - (A) Where the total charges for use of the Services in the preceding month is less than \$2,500, you may terminate the Services at any time by notifying Shaw of your desire to terminate; or
 - (B) Where the total charges for use of the Services in the preceding month is greater than \$2,500, you may terminate the Services at any time by providing Shaw no less than 30 days advance notice of your desire to terminate, in which event Service charges will continue to apply until the end of the notice period.
2. You agree that if the Services are terminated for any reason you will:
- (a) pay Shaw in full for any amounts due and outstanding for your use of the Services, plus applicable taxes, including any applicable early termination fees; and
 - (b) return the Rental Equipment to Shaw.
3. On or after expiry or termination of the Services for any reason, if your account has a credit balance less than ten dollars (\$10.00), this credit balance will not be automatically refunded to you when Services expire or are terminated. If your account has a credit balance of ten dollars (\$10.00) or more, we will refund that balance to you within thirty (30) days (i) by mailing a refund cheque to the last known address that we have for you in our records or any other address that you instruct us to mail to or (ii) by processing the refund to the credit card on your account. It is your responsibility to keep us informed of any change in your mailing address or credit card details. Your failure to inform us of any such changes will, in the event that any refund cheque mailed to you is returned as undeliverable or any refund to your credit card is unsuccessful, result in the forfeiture to Shaw of the credit balance amount.

Shaw-Initiated Termination or Suspension

1. Shaw may restrict, block, suspend or terminate all or any part of the Services immediately where you:
- (a) fail to make timely payment on your account for the Services and, in the case of a termination, such failure has continued for more than 60 days; provided, however, that in the case of suspension or termination when your account balance is more than \$50, such failure has continued for more than 30 days;
 - (b) become bankrupt or otherwise insolvent;
 - (c) fail to provide Shaw with reasonable entry and access to install, inspect, repair, replace or to perform necessary maintenance on the Rental Equipment, or Shaw's facilities or network;
 - (d) are in breach of any term or condition of these Terms of Service or of Shaw's Acceptable Use Policy applicable to the Services that you subscribe to; or
 - (e) if you relocate, alter, abuse or disconnect the Rental Equipment.

2. For the situations listed above, Shaw will attempt to notify you using the information shown on your account stating the reason and date scheduled for the suspension or termination.
3. Despite the above, Shaw will not provide you notice of a proposed restriction, block, suspension or termination:
 - (a) if immediate action must be taken to protect Shaw's facilities, Rental Equipment, or network, or if suspension is required by legal requirement, court order, ordinance or regulatory authority;
 - (b) if Shaw believes that extreme circumstances exist, or that there is an abnormal risk of loss involved in delaying the suspension or termination;
 - (c) if you misuse or abuse or permit others to misuse or abuse the Services for purposes that are contrary to law, these Terms of Service or Shaw's Acceptable Use Policy applicable to the Services you subscribe to; or
 - (d) in an emergency situation.
4. If all or any part of the Services are restricted, blocked, suspended or terminated for cause, Shaw is not obligated to restore the Services. If Shaw agrees to restore your Services, a reconnection service charge may be applied. If you are a Shaw Digital Phone subscriber, Shaw cannot guarantee the availability or resumption of any previous telephone numbers following a suspension or termination of the Services. Any phone disconnection will be conducted in compliance with the CCTS Deposit and Disconnection Code.
5. On or after expiry or termination of the Services for any reason, if your account has a credit balance less than ten dollars (\$10.00), this credit balance will not be automatically refunded to you when Services expire or are terminated. If your account has a credit balance of ten dollars (\$10.00) or more, we will refund that balance to you within thirty (30) days (i) by mailing a refund cheque to the last known address that we have for you in our records or any other address that you instruct us to mail to or (ii) by processing the refund to the credit card on your account. It is your responsibility to keep us informed of any change in your mailing address or credit card details. Your failure to inform us of any such changes will, in the event that any refund cheque mailed to you is returned as undeliverable or any refund to your credit card is unsuccessful, result in the forfeiture to Shaw of the credit balance amount.

Shaw's Liability

1. Shaw shall not be liable for:
 - (a) any interruption or unavailability of the Services, including, without limitation, any interruption or unavailability of emergency 9-1-1 service;
 - (b) any act or omission of any third party including, but not limited to, any other local telephone company, any connecting carrier or underlying carrier or other provider of connections, facilities or services;
 - (c) your conduct, acts or omissions;
 - (d) any event beyond the reasonable control of Shaw including acts of God, inclement weather (including lightning), power failures, labour disputes, riots or civil disputes, war or armed conflict, any law, governmental order, decision or regulation, or order of any court of competent jurisdiction;

- (e) Shaw's failure, for any reason, to activate the Services on the activation date you requested or date provided to you by Shaw;
- (f) any defacement of, or damage to, the Service Location resulting from the attachment of any instruments, apparatus or associated wiring and/or the Rental Equipment furnished by Shaw, or removal thereof, when such defacement or damage is not wholly caused by Shaw's negligence; and
- (g) any damages you incur as a result of the operation or failure of Your Equipment, facilities, wiring or other devices you use with the Services, including without limitation if any of Your Equipment, facilities, wiring or other devices that you use with the Services are now or later become incompatible with the Rental Equipment and/or the Services.

Limitation of Liability

1. IN THE EVENT OF ANY BREACH BY SHAW, INCLUDING ANY BREACH OF A FUNDAMENTAL TERM OR ANY NEGLIGENCE BY SHAW, YOUR EXCLUSIVE REMEDY SHALL BE TO RECEIVE FROM SHAW PAYMENT FOR ACTUAL AND DIRECT DAMAGES TO A MAXIMUM AMOUNT EQUAL TO THE FEES PAID BY YOU TO SHAW IN THE PAST THREE MONTHS FOR THE SERVICES.
2. UNDER NO CIRCUMSTANCES SHALL SHAW BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS AND LOSS OF BUSINESS OPPORTUNITIES, THAT RESULT IN ANY WAY FROM THESE TERMS OF SERVICE, INCLUDING YOUR USE OF THE RENTAL EQUIPMENT AND/OR SERVICES, OR YOUR RELIANCE ON OR USE OF ANY INFORMATION, SERVICE, MERCHANDISE OR MATERIAL VIEWED OR PROVIDED ON OR THROUGH USE OF THE SERVICES, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN RECEPTION OR TRANSMISSION OR TRANSMISSION, OR FAILURE OF PERFORMANCE OF THE SERVICES.
3. SHAW SHALL NOT BE LIABLE FOR, AND YOU SHALL INDEMNIFY AND SAVE SHAW HARMLESS FROM AND AGAINST ALL SUITS, CLAIMS OR JUDGMENTS HOWSOEVER ARISING OUT OF ANY OF THE FOLLOWING;
 - (a) CLAIMS FOR LIBEL, SLANDER, INFRINGEMENT OF COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY OR BASED ON ANY OTHER LEGAL THEORY HOWSOEVER ARISING FROM THE MATERIAL, DATA OR OTHER CONTENT FROM THE SERVICES;
 - (b) ANY LOSSES, DAMAGES, EXPENSES OR COSTS (INCLUDING LEGAL FEES) ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM, OR OTHER PROCEEDING BASED ON A CONTENTION THAT THE USE OF THE RENTAL EQUIPMENT AND/OR THE SERVICES BY YOU OR A THIRD PARTY INFRINGES ANY INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY; OR
 - (c) CLAIMS BY THOSE TO WHOM YOU PROVIDE ACCESS TO THE RENTAL EQUIPMENT AND/OR THE SERVICES.
4. FOR THE PURPOSES OF THIS SECTION, ANY REFERENCE TO "SHAW" SHALL INCLUDE SHAW, ITS PARTNERS OR ASSOCIATES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SERVANTS OR AGENTS.
5. YOU SHALL NOT BE LIABLE FOR THIRD PARTY USE OF SHAW HOTSPOT.

Limited Warranty

ALL RENTAL EQUIPMENT AND THE SERVICES ARE PROVIDED BY SHAW "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. SHAW DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE RENTAL EQUIPMENT AND/OR THE SERVICES. SHAW DOES NOT WARRANT THAT ANY DATA OR COMMUNICATION SENT BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME, OR THAT ANY CONTENT OR OTHER MATERIAL ACCESSIBLE ON OR FROM THE SERVICES ARE FREE OF DEFECT, ERROR OR VIRUSES. SHAW DOES NOT WARRANT THE CONTENT, INCLUDING WITHOUT LIMITATION CONTENT OF ANY PROGRAMMING AND/OR ADVERTISING THAT IS ACCESSIBLE ON OR FROM THE SERVICES. ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NONINFRINGEMENT, OR ANY IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY WITH REGARD TO ANY MERCHANDISE, INFORMATION, PROGRAMMING, ADVERTISING, CONTENT OR SERVICE AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY EXCLUDED.

Disputes and Governing Law

1. ANY DISPUTES OR CLAIMS ("CLAIMS") WHATSOEVER BETWEEN SHAW AND YOU WILL BE REFERRED TO AND DETERMINED BY ARBITRATION TO THE EXCLUSION OF THE COURTS. IF YOU HAVE A CLAIM YOU SHOULD GIVE WRITTEN NOTICE TO ARBITRATE TO SHAW AT SUITE 900, 630 – 3RD AVENUE SW, CALGARY, AB T2P 4L4 ATTENTION: LEGAL DEPARTMENT. ARBITRATION WILL BE CONDUCTED BY ONE ARBITRATOR PURSUANT TO THE LAWS AND RULES RELATING TO COMMERCIAL ARBITRATION IN THE PROVINCE IN WHICH YOU RESIDE THAT ARE IN EFFECT ON THE DATE OF THE NOTICE. YOU AGREE TO WAIVE ANY RIGHT YOU MAY HAVE TO COMMENCE OR PARTICIPATE IN ANY CLASS ACTION AGAINST SHAW RELATED TO ANY CLAIM. YOU ALSO AGREE TO OPT OUT OF ANY CLASS PROCEEDINGS AGAINST SHAW. IF SHAW HAS A CLAIM, SHAW WILL GIVE YOUR NOTICE TO ARBITRATE AT YOUR BILLING ADDRESS. IF THE CLAIM RELATES TO A MATTER THAT SHOULD BE BROUGHT BEFORE THE CANADIAN RADIO-TELEVISION AND TELECOMMUNICATIONS COMMISSION (CRTC) OR OTHER CUSTOMER COMPLAINTS BODY SET UP TO ADDRESS SUCH MATTERS, YOU AGREE THAT THE CRTC OR SUCH BODY WILL RESOLVE THE CLAIM. THIS PARAGRAPH IS SUBJECT TO ANY PROHIBITIONS UNDER APPLICABLE LAW.
2. THESE TERMS OF SERVICE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE IN WHICH YOUR BILLING ADDRESS IS LOCATED AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN. THESE TERMS OF SERVICE CONSTITUTE THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER OF THESE TERMS OF SERVICE AND SUPERCEDES AND REPLACES ANY AND ALL PRIOR WRITTEN OR VERBAL UNDERSTANDINGS.

Commissioner for Complaints for Telecommunications Services (CCTS)

CCTS is an independent agency whose mandate is to resolve complaints of individual and small business customers about their broadcasting and telecommunications services, free of charge. If you have a complaint about your telephone, wireless, internet or TV service, you must first try to resolve it directly with your service provider. If you have done so and have been unable to reach a satisfactory resolution, CCTS may be able to help you.

To learn more about CCTS, you may visit its website at www.ccts-cprst.ca or call toll-free at 1-888-221-1687.

General

1. You may not assign, resell or transfer the Rental Equipment or the Services to any person without prior written consent of Shaw. These Terms of Service will enure to the benefit of, and be binding upon, your respective heirs, executors, administrators, successors and permitted assignees and for the purpose of Shaw shall benefit to any party that controls, is controlled by or under common control with Shaw.
2. Upon termination of these Terms of Service, all accrued obligations or liabilities and the provisions which by their nature are intended to continue beyond such termination will remain in effect. Without limiting the generality of the foregoing, the terms of Shaw Acceptable Use Policy applicable to the Services you subscribed to shall survive the expiration and/or earlier termination of these Terms of Service.
3. The failure of either party to insist upon strict interpretation of these Terms of Service or to exercise any options set out in these Terms of Service, shall not act as a waiver of any right or option, but the same shall continue to be in full force and effect. No waiver by either party of any breach shall be effective unless expressed in writing.
4. Shaw does not grant you any right to use Shaw's logos, trademarks or trade names in any manner unless Shaw give you prior written consent and/or grants you an appropriate license to use.

Confidentiality

Subject at all times to Shaw's [Privacy Policy](#), Shaw may disclose any information as is necessary to:

- (a) satisfy any legal or regulatory requirement or governmental request;
- (b) obtain, deliver, operate and market the Services; or
- (c) protect Shaw or its customers.