



# TELUS Small Cell Wi-Fi Agreement

**Welcome to TELUS Wi-Fi.** This document sets out the terms that apply to the activation of TELUS Wi-Fi service at your business premises, including a description of your responsibilities related to TELUS' wireless communications equipment, your agreement not to offer another public wi-fi service at your business premises, and a limitation of TELUS' liability.

By permitting the TELUS wireless communication equipment to be installed and the TELUS Wi-Fi service activated at your premises, you accept the terms set out below, and these terms form a legally binding agreement between you and TELUS. If you do not accept these terms, you must call TELUS at 310-3100 and cancel the installation. If you cancel the installation, TELUS is not obligated to activate TELUS Wi-Fi service at your business premises, and you have no obligations to TELUS under this agreement.

In this document, "you" refers to the company or business entity identified in the TELUS Wi-Fi welcome email you received from TELUS. The individual person accepting these terms and conditions is doing so on behalf of that company or business entity, and warrants that he or she has the right to do so. "TELUS" is TELUS Communications Company.

## License to use your business premises

1. You hereby grant TELUS the right to install, maintain, operate, repair, upgrade and remove its communications equipment (the "TELUS Equipment") at your business premises, which are identified in your TELUS Wi-Fi welcome email. The TELUS Equipment consists of a small wireless communications cell, a modem and cabling. TELUS will install the TELUS Equipment and activate the TELUS Wi-Fi service at a mutually convenient time during business hours, and at a mutually agreed-to location at your business premises.
2. You are responsible for providing an electrical connection at your business premises necessary for the operation of the TELUS Equipment. Once the TELUS Wi-Fi service has been activated, you must ensure the TELUS equipment remains powered "on" so that it can continue to operate.
3. You are responsible to protect the TELUS Equipment from damage other than ordinary wear and tear. TELUS is responsible to repair or replace the TELUS Equipment if it does not operate properly, and you agree to provide TELUS with access to your business premises during business hours to repair or replace the TELUS Equipment, or to upgrade it if TELUS determines upgrading is necessary.
4. You warrant that you have the right to grant TELUS the rights in this agreement, and that you have any necessary permission or consent from the owner of your business premises if you are not the owner. TELUS may cancel this agreement and cancel the Wi-Fi service if you do not have these rights or have not obtained the necessary permissions or consents.

## The TELUS Wi-Fi service

5. The TELUS Wi-Fi service provides end users with Internet access over TELUS' network. Since the TELUS Wi-Fi service uses radio waves, it is subject to factors that cannot reasonably be controlled. For this reason, TELUS does not guarantee timely, secure, error-free or uninterrupted TELUS Wi-Fi service or that users will always receive their messages or data. To the extent permitted by law, legal warranties and conditions (implied or statutory) do not apply to the TELUS Wi-Fi service.
6. You will not make any statements or promises about the performance or quality of the TELUS Wi-Fi service to users or other persons without the advance written permission of TELUS.

## Use of the TELUS Wi-Fi service

7. The TELUS Wi-Fi service may be used by your employees, customers and visitors when they are at your business premises. You shall not resell the TELUS Wi-Fi service or charge (directly or indirectly) any fees for using it.
8. Anyone using the TELUS Wi-Fi service must comply with TELUS' Wi-Fi service terms presented when connecting to the Wi-Fi service or, in the case of TELUS Mobility customers with compatible TELUS devices, with the service terms that apply to their use of TELUS Mobility services. TELUS' Wi-Fi service terms are between the user and TELUS, and you are not responsible to users of TELUS' Wi-Fi service under TELUS' Wi-Fi service terms.
9. If you allow your employees, customers, visitors or any other person to use or access your computers, tablets, phones or other devices, you are responsible for all use of the TELUS Wi-Fi service by any person using those devices, even if you did not authorize that person's use of your devices, and even if the use breaches TELUS' Wi-Fi service terms or TELUS' Acceptable Use Policy. You are responsible for, and will be liable to TELUS for all loss and liability incurred by TELUS, resulting from any claim made against TELUS that is based on or arises from use of the Wi-Fi service by any person using your devices.
10. TELUS may restrict, suspend or terminate the TELUS Wi-Fi service at any time if the TELUS Wi-Fi service is abused or TELUS suspects that it is being abused.

## Limitation of TELUS' liability

11. TELUS will not be liable to you or any person using the TELUS Wi-Fi service for any loss of profits, business, goodwill, reputation, data, or any other loss, costs or damages arising from or relating to the TELUS Equipment, the TELUS Wi-Fi service, any interruption or failure of the TELUS Wi-Fi service, or this Agreement. This limitation applies even if TELUS is aware that such loss, costs or damages are possible.

## The duration and exclusivity of this agreement

12. This agreement remains in effect for as long as you have another agreement in effect with TELUS for Internet service, such as a term contract or month to month subscription. If necessary, you may cancel this agreement at any time by providing TELUS with 30 days' notice. If you cancel this agreement, all TELUS Equipment must be returned to TELUS.

13. TELUS may cancel this agreement and the Wi-Fi service by giving reasonable notice to you if you breach this agreement, if technology changes or if other business factors make the provision of the Wi-Fi service impractical or not commercially viable.
14. While this agreement is in effect, you will not offer, provide or promote, or permit any other person to offer, provide or promote, any public wi-fi service or wireless access point at your business premises.
15. If you move from your business premises, you must notify TELUS at least 30 days in advance of your move to either cancel this agreement or enter into a new agreement with TELUS at your new location if TELUS Wi-Fi service is available there. If you sell your business or another person takes over your business at your business premises, you must notify TELUS at least 30 days in advance of the transfer to either cancel this agreement or make arrangements for the new owner to take over this arrangement and enter into an agreement with TELUS. The TELUS Equipment remains the property of TELUS and must be returned if this agreement is cancelled.

## Confidentiality

16. The terms and conditions in this agreement are confidential. Neither you nor TELUS shall disclose, without the other's advance written consent, any of the terms and conditions of this Agreement to any other person, except when required or permitted by law or by order of a court or other lawful authority.

## Marketing

17. TELUS may provide you with marketing material, such as stickers or signage, to identify the availability of the TELUS Wi-Fi service at your business premises. You shall comply with any instructions provided by TELUS related to the use of any such marketing material, and you shall not use any TELUS trademarks without the advance written consent of TELUS.

## Privacy

18. If you operate your business as an individual, you agree that TELUS may collect, use and disclose personal information about you for the purposes identified in the TELUS Privacy Policy as it may be amended from time to time. You can view this commitment at [telus.com/privacy](http://telus.com/privacy).

## Other details

19. Notices under this agreement must be given by you to TELUS by phone at 310-3100 and by TELUS to you by phone, letter or fax at your business premises or your TELUS billing address.
20. You and TELUS shall comply with all applicable laws in performing our respective obligations under this agreement. This agreement is subject to and is to be interpreted in accordance with the laws of the province where your business premises are located.
21. This agreement is the entire agreement between TELUS and you, and supersedes all other communications and agreements between us, concerning this arrangement.