

Terms of service

Please read the Cloud Fax Terms of Service (the "Agreement") carefully. This Agreement governs your use of the Cloud Fax services (the "Services") provided to you (the "Customer" or "you") by TELUS Communications Company ("TELUS").

1. Services

1.1. Your use of the Services is expressly conditioned on your acceptance without modification of this Agreement. By completing the registration process to be able to use the Services or by using the Services, you signify your unconditional acceptance of this Agreement and this Agreement takes effect and continues until your account is terminated. TELUS may change this Agreement at any time; such changes will be effective immediately upon posting the same on the TELUS internet site from where the Services are being offered by TELUS, transmission of notice by e-mail, postal mail, or any other means. Each time you use the Service reaffirms your acceptance of the then-current Agreement. If you do not agree with any part of this Agreement or any then-current Agreement, you must not use, or continue to use, the Services and immediately terminate your account as set forth below.

1.2. TELUS may discontinue or alter any portion or all of the Services or any aspect of the Service at any time, without notice, without liability and in TELUS' sole discretion.

1.3. You may only make use of the Services as permitted by this Agreement, TELUS' policies, rules and practices (all as may be established or changed from time to time in the same manner as changes to the Agreement), and any applicable laws.

2. Your Obligations, Representations and Acknowledgments

2.1. Customer Information. You agree to provide TELUS with true, current, accurate and complete information as prompted by the TELUS registration form for the Services or at any time thereafter, and to maintain and to update this information as required to keep it true, current, accurate and complete. You agree in your registration and in your use of the Services not to impersonate any other person or entity, and you represent that you are of sufficient age to use the Services and to create binding legal obligations and that you possess the legal right and ability to enter into this Agreement.

You acknowledge that you have read the TELUS Privacy Commitment, available at <https://www.telus.com/en/about/privacy> (as it may be updated from time to time) (the "TELUS Privacy Commitment"). You hereby agree that TELUS and/or its agents may collect, use and disclose (for the purposes identified in the TELUS Privacy Commitment) personal information about you that you have provided to TELUS and/or its agents in connection with provision of the Services.

2.2. Responsibility. You are responsible and liable for any activity by any person who uses your account with the Service, unless it can be conclusively proven, to the satisfaction of TELUS and in TELUS' sole discretion, to have been an unauthorized intrusion. Other users of your account will be bound by this Agreement as if they were you. You are responsible for maintaining the confidentiality of your password and for any liability resulting from disclosure of your password. You agree that, upon becoming aware that your password or account is (or possibly is) being used without authorization, you will immediately change your password and notify TELUS.

2.3. Software and Hardware. Your use of the Services is subject to your equipment satisfying minimum requirements for hardware and software which requirements may be changed at any time at TELUS' sole discretion. TELUS will attempt to provide you with prior notice of changes to such minimum requirements, where practicable.

You acknowledge that you are responsible for anything you require to connect to the Services including, without limitation, the installation, operation, maintenance and cost of any and all software, hardware

and/or internet services.

2.5. Usage. You acknowledge and agree that:

2.5.1. TELUS has no control of the content of the information passing through yours and/or any other user's account with the Services and that TELUS does not (i) represent or endorse the accuracy or reliability of any opinion, advice or statement made through the use of the Services, (ii) assume any liability for any harassing, offensive or obscene material distributed through any use of the Services, or (iii) assume any liability for any material distributed through or to any account within the Services, including, without limitation, any use of the Services which is in violation of any third party's copyright or any other intellectual property right.

2.5.2. The information you submit for transmission via the Services is for lawful purposes only and that the transmission of messages or files is not in violation of any federal, state or provincial laws, further the information and transmission of the same is not unlawful, harmful, threatening, abusive, libelous, vulgar, obscene, profane, hateful, or otherwise objectionable in any way, including, but not limited to, encouraging conduct that would constitute a criminal offense, infringe third party rights, give rise to civil liability or otherwise violate any local, state, national or other law. You may not use the Services to upload, post, reproduce or distribute, in any way, any information, software or other material protected by copyright or any other intellectual property right without first obtaining the permission of such right holder. You agree to comply with all applicable laws, regulations, or conventions including those related to data privacy, international communications, and exportation of technical or personal data.

2.5.3. Cloud Fax uses industry standard security measures that are designed to protect against unauthorized access by third parties to customer account information. You acknowledge that the Services are not to be considered a private communications medium and that TELUS cannot guarantee the security or confidentiality of any communications using the Services.

2.5.4. You will not use or register the trademarks, logos and service marks displayed on the internet site for the Services, including, without limitation, any trade name or trademarks of TELUS, without TELUS' express prior written permission.

2.5.5. You will not obstruct, directly or indirectly, the Service's identification procedures in any electronic communications which you initiate.

2.5.6. You will not disrupt or interfere with the Services, or the service of any Internet service and/or access provider.

2.5.7. You will not engage in any activity that could compromise the security of the Services or the security of other computers on the Internet, including without limitation, intercepting or attempting to intercept any information being sent via the Services.

2.5.8. In no event will you share, resell, or provide, as part of any commercial transaction, the Services to any third party.

2.5.9 You will not violate TELUS' Acceptable Use Policy at <https://business.telus.com/en/business/support/global/legal/acceptable-use-policy> as it may be updated from time to time.

2.5.10. If TELUS receives a complaint relating to the use of the Services, TELUS may, in its sole discretion, investigate the complaint, restrict, suspend or terminate you or any other user of the Services involved and/or remove any materials from its servers. If your account is so affected, TELUS will use reasonable efforts to notify you of this proceeding.

2.6. Adherence to Policies. You agree that TELUS may establish policies related to the Services, general practices related to the Services, and limits concerning use of the Services that will be binding upon you.

These may include, among others, the maximum number of days that unread messages will be retained by the Services, the maximum number of messages that may be sent from or received by an account on the Services, the maximum size of any message that may be sent from or received by an account on the Services, and the maximum disk space that will be allocated on TELUS' servers on any user's behalf. You acknowledge that such limits may differ for different portions of the Services, and in particular may be set at different levels for users based factors that may be determined in TELUS' sole discretion. You also acknowledge that TELUS reserves the right to change these policies and general practices and limits at any time, in its sole discretion, with or without notice.

2.7. Help Desk. TELUS will provide a help desk for email and/or telephone assistance via a specified email address and/or telephone number on a commercially reasonable efforts basis during specified hours. Assistance is limited to your problems using the Services and excludes problems related to your personal hardware or software or other network components or equipment not used by TELUS to provide the Services.

3. Content and Compliance Measures

3.1. You acknowledge that materials available through the Services may be protected by copyright, trademarks, and other intellectual property rights. You agree that your use of such materials is governed by all applicable laws and regulations, and by any further restrictions placed on such materials by their owners or licensors.

3.2. You acknowledge that TELUS has no obligation to censor or monitor use of the Services by you, any customer or any third party, including without limitation any obligation to censor or monitor any content, material or other information sent, received or accessible through the Services or the Internet. However, you agree that TELUS has the right to, without notice, monitor use of the Services and monitor, review and retain such content, material or information if TELUS believes in good faith that such activity is reasonably necessary to provide the Services to customers, ensure adherence to or enforce the terms of this Agreement, comply with any laws or regulations, respond to any allegation of illegal conduct or claimed violation of third party rights, or protect itself or others.

3.3 In the event that TELUS receives a complaint relating to use of the Services by a customer, TELUS may, in its sole and absolute discretion and without notice or liability, investigate the complaint, restrict, suspend or terminate the account(s) involved and/or remove any content, information or materials from its servers.

3.4 You agree that TELUS may, without notice or liability, disclose to third parties any customer information or any content, information or materials associated with a Services account, if TELUS believes in good faith that such activity is reasonably necessary to provide the Services to customers, ensure adherence to or enforce the terms of this Agreement, comply with any laws or regulations, respond to any allegation of illegal conduct or claimed violation of third party rights, or protect itself or others.

4. Ownership.

4.1. Services. All programs, services, processes, designs, software, technologies, trademarks, tradenames, inventions, materials and all other things comprising the Services and the Software (as defined below) are wholly owned by the TELUS Entities (as defined below) and/or their licensors or service providers except where expressly stated otherwise. None of the foregoing may be reproduced, republished, distributed, displayed, sold, transferred, modified, reverse engineered or used in any other way than intended by TELUS hereunder without the express written permission of TELUS and/or its third party licensors or service providers.

4.2. Phone Numbers. You understand and agree that you are not the owner of any telephone number assigned to you by TELUS. Ownership of any such phone number is vested solely in TELUS. **YOU**

UNDERSTAND AND AGREE THAT FOLLOWING THE TERMINATION OF YOUR ACCOUNT WITH THE SERVICES FOR ANY REASON, SUCH PHONE NUMBER MAY BE RE-ASSIGNED IMMEDIATELY TO ANOTHER CUSTOMER AND YOU AGREE THAT THE TELUS ENTITIES AND SUBENTITIES WILL NOT BE LIABLE FOR DAMAGES (INCLUDING CONSEQUENTIAL, SPECIAL, AGGRAVATED, EXEMPLARY OR PUNATIVE DAMAGES) ARISING OUT OF ANY SUCH RE-ASSIGNMENT, AND YOU HEREBY WAIVE ANY CLAIMS WITH RESPECT TO ANY SUCH RE-ASSIGNMENT, WHETHER BASED ON CONTRACTUAL, TORT OR OTHER GROUNDS, EVEN IF TELUS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

YOU FURTHER UNDERSTAND AND AGREE THAT TELUS MAY FROM TIME TO TIME IN ITS SOLE DISCRETION NEED TO CHANGE THE TELEPHONE NUMBER ASSIGNED TO YOU. YOU AGREE THAT TELUS WILL NOT BE LIABLE FOR DAMAGES (INCLUDING CONSEQUENTIAL OR SPECIAL DAMAGES) ARISING OUT OF ANY SUCH CHANGE IN THE TELEPHONE NUMBER ASSIGNED TO YOU, AND YOU HEREBY WAIVE ANY CLAIMS WITH RESPECT TO ANY SUCH CHANGE, WHETHER BASED ON CONTRACTUAL, TORT OR OTHER GROUNDS, EVEN IF TELUS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

You agree that you are not authorized to charge services provided to you or at your request to the telephone number assigned to you by TELUS and that you will not request or otherwise cause any third-party service provider to charge any such services to such number. Any such charges will give TELUS the right to immediately terminate your account without notice.

5. Software License

5.1. TELUS grants to you a personal, non-transferable, non-exclusive license to use the software provided to you by it in order to use the Services (the "Software") in object code form only and subject to the terms and conditions of this Agreement. The Software is licensed, not sold, to you by TELUS and may be used only to use the Services from Canada and such other locations as TELUS may authorize.

5.2. You may copy and archive the Software, and you may distribute copies of the Software to third parties, provided that all such copies contain the same copyright notice and proprietary markings as are on the original Software; and provided further that you do not sell, transmit or otherwise dispose of any copy for compensation or as part of a commercial offer. Notwithstanding the foregoing, TELUS may, at any time, and in its sole discretion, prohibit your distribution or your further distribution of the Software to third parties and require you to discontinue any such activity.

5.3. You agree not to translate, reverse engineer, reverse compile, disassemble or make derivative works from the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software including, without limitation, for the purpose of obtaining unauthorized access to the Services or disabling features of the Software or Services. Except as may be permitted by TELUS, you agree not to access the Services by any means other than through the interface that is provided by TELUS for use in accessing the Services.

5.4. The Software may include certain cryptographic software that may be subject to export controls. The Software may not be exported to any country or to any foreign entity or "foreign person" to the extent prohibited under applicable government regulations. By downloading or using the Software, you are acknowledging and agreeing to the foregoing limitations on your right to export or re-export the Software, and are also representing and warranting that you are neither on any government's list of export precluded parties nor otherwise ineligible to receive software containing cryptography that is subject to export controls.

5.6. You acknowledge that TELUS and its suppliers retain all title, rights (including, without limitation, intellectual property rights) and interest in the Software, except as expressly licensed in this Agreement. All rights in the content, information and materials accessed through use of the Software are the property of the applicable content owner and may be protected under intellectual property and other applicable laws. You agree that TELUS' suppliers are direct and intended third party beneficiaries of this

Agreement.

6. No Warranty and Limitation of Liability

6.1. THE SERVICES AND THE SOFTWARE ARE PROVIDED "AS IS," AND NEITHER

TELUS NOR ANYONE ELSE, INCLUDING AMONG OTHERS, ANY OF ITS AFFILIATES LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS, (COLLECTIVELY THE "TELUS ENTITIES") MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES TO YOU REGARDING THE USABILITY, CONDITION OR OPERATION THEREOF. THE TELUS ENTITIES DO NOT WARRANT THAT ACCESS TO OR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SOFTWARE OR SERVICES WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY. ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY OR ACCURACY, ARE EXPRESSLY DISCLAIMED. THIS DISCLAIMER INCLUDES, WITHOUT LIMITATION, LOSS OF DATA RESULTING FROM DELAYS, NON DELIVERIES, WRONG DELIVERIES, AND ANY OR ALL SERVICE INTERRUPTIONS CAUSED BY THE NEGLIGENCE OF THE TELUS ENTITIES AND THEIR EMPLOYEES, AGENTS, SUPPLIERS, OR CONTRACTORS OR BY THE CUSTOMER'S ERRORS AND OMISSIONS.

6.2. YOUR USE OF THE SERVICES AND THE SOFTWARE AND SERVICES IS AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES OR OTHER MATERIAL (INCLUDING, WITHOUT LIMITATION, THE SERVICES AND THE SOFTWARE) OBTAINED EITHER DIRECTLY OR INDIRECTLY FROM THE TELUS ENTITIES. YOU AGREE THAT NEITHER THE TELUS ENTITIES NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS, SUPPLIERS, AND SHAREHOLDERS (COLLECTIVELY THE "SUBENTITIES") WILL BE LIABLE FOR ANY DAMAGES (INCLUDING CONSEQUENTIAL, SPECIAL, AGGRAVATED, EXEMPLARY OR PUNATIVE DAMAGES) OR LOSSES OF ANY KIND ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE SERVICES, THE SOFTWARE AND/OR YOUR USE OF THE SERVICES OR THE SOFTWARE, AND YOU HEREBY WAIVE ANY CLAIMS WITH RESPECT THERETO, WHETHER BASED ON CONTRACTUAL, TORT OR OTHER GROUNDS, EVEN IF ANY TELUS ENTITY OR SUBENTITY HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE ENTIRE LIABILITY OF THE TELUS ENTITIES AND THE SUBENTITIES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICES AND THE SOFTWARE OR ANY BREACH OF THIS AGREEMENT ARE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR ACCESS TO AND USE OF THE SERVICES DURING THE PREVIOUS MONTH. YOU HEREBY RELEASE THE TELUS ENTITIES, THE SUBENTITIES AND EACH OF THEM FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION. SOME JURISDICTIONS DO NOT ALLOW IMPLIED WARRANTIES TO BE EXCLUDED OR MODIFIED OR LIABILITY TO BE LIMITED, SO NOT ALL OF THE ABOVE LIMITATIONS MAY APPLY TO YOU.

6.3. NONE OF THE TELUS ENTITIES OR SUBENTITIES SHALL BE HELD RESPONSIBLE IN ANY WAY OR BY ANY MEANS, EITHER DIRECTLY OR INDIRECTLY, FOR ANY COMMUNICATIONS DIFFICULTIES OUTSIDE OF ANY OF THE TELUS ENTITIES OR SUBENTITIES AND EACH OF THEIR CONTROL WHICH COULD LEAD TO THE INTERRUPTION OF DATA DELIVERY SERVICE TO THE CUSTOMER'S ELECTRONIC MAIL ADDRESS, PAGER, TELEPHONE OR ANY OTHER RECEIVING DEVICES OR THIRD-PARTY DATA STORAGE AND/OR DELIVERY SERVICES.

6.4. YOU WILL NOT RELY ON ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, MADE BY ANY PERSON OTHER THAN THOSE MADE IN WRITING BY AN EXPRESSLY AUTHORIZED OFFICER OF TELUS, IN EVALUATING THE SERVICES, THE SOFTWARE AND/OR PRODUCTS OF TELUS.

7. Fees and Charges

7.1. As an account holder of the Services you are solely responsible for any fees and/or charges to your account and any activities conducted through your account whether or not they are conducted by you personally. **By using a credit card or other payment method to pay for any billable portions of the Services, you expressly authorize TELUS or its agents to charge all fees and other charges incurred in connection with your account with the Services to the credit card or other payment method you have designated, and such authorization will survive this Agreement until there is no money owing by you under this Agreement.** If you use a credit card or other payment method and TELUS does not receive payment from the card issuer or its agents or through the other payment method, you agree to pay all amounts due upon demand by TELUS. Fees are non-refundable, except as otherwise provided in this Agreement.

7.2. TELUS reserves the right to accept other forms of payment or to modify the forms of payment it will accept. If TELUS elects, in its sole discretion, to authorize alternative or additional methods of payment, your designation of such a method of payment will be deemed to be an authorization to TELUS to bill you, in a manner appropriate to your designated payment method, for all fees and other charges incurred in connection with your account with the Services.

7.3. If TELUS does not receive the amount of your account balance within 30 days of the applicable invoice date, an additional 1.5% (or the highest amount permissible by law, if less) per month of the amount outstanding may be added to your invoice as a late charge. You will be liable for any and all legal and collection fees and disbursements arising out of TELUS' efforts to collect any unpaid balance of your account. If you believe that a billing discrepancy has occurred, you must notify TELUS within 60 days after the date of the relevant account statement from your credit card issuer or financial institution or such amounts will be deemed to have been accepted by you. You agree to release TELUS from any liability for any error or discrepancy that is reported to TELUS after such period.

7.4. Your account with the Services will continue and renew automatically, unless terminated by TELUS or until you notify TELUS of your decision to terminate your account with the Services pursuant to the termination provisions below. TELUS reserves the right at any time to change its fees and charges for use of any or all portions of the Services, to institute new or additional fees, and to change its policies, methods, and procedures with respect to pricing, billing, cancellations, and surcharges. You may obtain current pricing information, as well as information about policies, methods and procedures with respect to pricing, billing, cancellation and surcharges through the Cloud Fax web site. TELUS may modify the means of accessing rates and billing information in its sole discretion.

7.5. You agree to pay all sales, use, value-added, personal property or other governmental taxes or levies imposed on fees for the Services or goods or services that you purchase through the Services.

7.6. You must promptly notify TELUS of changes to: (a) the account number or expiration date of your designated credit card; and (b) your billing address. You must also promptly notify TELUS if your card is canceled (e.g., for loss or theft).

7.7. Certain Current Billing Procedures.

7.7.1. Charges for Desktop Fax, Fax Broadcast, Email-to-Fax, Web-to-Fax Services. If you are billing your service usage to a credit card, then at the time of registration your credit card will be charged an amount which you have selected at the registration time giving you a credit for the SERVICES. You acknowledge that your credit card will be charged again once you have consumed your entire credit balance and have authorized TELUS to automatically recharge your account when your credit balance reaches the minimum threshold amount which you have selected during the registration. TELUS will send a receipt via e-mail every time TELUS charges your credit card upon reaching the threshold you have selected (Please note that you will not receive a receipt for the initial charge to your credit card).

7.7.2. Charges for Fax-to-Email Service. Your Cloud Fax monthly Fax-to-Email service fees are payable in advance and are non-refundable. You acknowledge that TELUS may submit charges via any

authorized payment option for your monthly service fee each month. Subscription charges for the month in which the Services are activated will be pro-rated to reflect the number of days remaining in that month.

7.7.3. Any notice of termination or change of authorized payment option will not affect charges submitted before TELUS reasonably could act on the same.

7.7.4. The above billing procedures may change from time to time as contemplated in Section 7.4 above.

8. Indemnification

You agree to indemnify and hold harmless the TELUS Entities and Subentities, and each of them, against any and all liabilities, expenses (including legal fees on a solicitor and own client basis) and damages arising out of claims based upon, arising out of or in any way connected with the use of your account for the Services (including, without limitation, your use or any other person using your account's use of the Services, anyone's dissemination of any information on the Services using your account, any violation of this Agreement by you or any other person using your account, or any claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other users of the Services and infringement of intellectual property or other rights).

9. Termination, Restriction or Suspension

9.1. By TELUS. TELUS may in its sole discretion suspend, restrict or terminate your access to the Service and your account at any time, for cause or for no cause, with or without written (including electronic) notice, including without limitation because your account is past due to TELUS, TELUS believes you are in violation of this Agreement, or TELUS believes that you are using the services to engage in conduct which interferes with other users of the Services or is harmful to TELUS.

9.2. By Customer. You may terminate this Agreement by canceling billing for the Services at any time by using such means as TELUS may make available from time to time. If you are dissatisfied with the Services, this Agreement or any terms, rules, policies, or practices of TELUS in operating the Services, any content available through the Services, or any change to any of the foregoing, your sole recourse is to cancel your Services. Deleting your account from TELUS' central computers or removing the Software from your computer will not cancel billing for the Services.

9.3. Effect of Termination. Upon termination, you will have no right to continue to use the Services or access any stored information (including without limitation any content or messages) on the Services (and any such information will be forfeited). You acknowledge that if an account on the Services is terminated (or if you delete your account from TELUS' central computers), any and all of the above referenced information may be deleted from the Services and TELUS has no obligation to maintain the same nor forward any such information to you or any third party. You acknowledge that TELUS has no obligation to notify any third party of any suspension, restriction or termination of your account with the Services. Further, any subscription or usage charges for Cloud Fax services for the month in which termination notice is delivered to TELUS are to be paid in full.

Any termination of your account shall not relieve you from any amounts owing or any other liability accruing under this Agreement prior to the time that such termination becomes effective.

10. Miscellaneous

10.1. Links. The internet site where you access the Services may contain links to other internet sites which are provided solely as a convenience to you and the inclusion of any link does not imply endorsement, investigation or verification by TELUS of the linked internet site or information contained therein. TELUS shall not be responsible for the content of any other internet sites and makes no representation or warranty regarding any other internet sites or the contents or materials on such internet sites. If you decide to access other internet sites, you do so at your own risk.

10.2. Relationship. The relationship between the TELUS Entities and you will be that of independent contractors, and none of them nor any of their Subentities will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other as a result of this Agreement or use of this internet site.

10.3. Governing Law. This Agreement, its performance (including without limitation the Services and the Software) and enforcement shall be governed by, and construed in accordance with, the laws of the Province of Alberta, Canada without regard to conflict of laws principles. You consent and submit to the exclusive jurisdiction of the courts located in the City of Calgary, in the Province of Alberta, Canada, in all disputes arising out of, relating to, or connected in any way with the Services, this Agreement and performance thereof. Any cause of action brought by or on behalf of you with respect to this Agreement, the Service or Software must be commenced within one year after the claim or cause of action arose.

10.4. Assignment. You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder.

10.5. Modification. TELUS reserves the right to make changes to the Services and may at any time modify this Agreement. Your continued use of the Services will be conditioned upon the any terms and conditions in force at the time of your use.

10.6. Additional Terms. Separate terms and conditions may apply to any or all portions of the Services and you agree to abide by such other terms and conditions as may be posted on the TELUS internet site for the Services from time to time.

10.7. Severability. The terms and conditions of this Agreement shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law to give effect to the original intentions of the parties, and such determination shall not affect the validity and enforceability of any other remaining provisions.

10.8. Headings. The heading used in this Agreement are included for convenience only and will not limit or otherwise affect this Agreement.

10.9. Non-Waiver. The failure of TELUS to insist upon or enforce strict performance by you of any provision of this Agreement will not be construed as a waiver of any provision or right. Neither the course of conduct between you and TELUS nor trade practice will act to modify any provision of this Agreement.

10.10. Entire Agreement. This Agreement, together with those other policies and terms and conditions incorporated herein or referred to herein constitute the entire agreement between us relating to the subject matter hereof, and it supersedes any prior understandings or agreements (whether electronic, oral or written) regarding the subject matter, and may not be amended or modified except in writing or as permitted by this Agreement.

10.11 Survival. Any provisions of this Agreement that by their meaning are intended to survive termination of this Agreement, shall so survive.

10.12 CRTC Compliance. TELUS and you acknowledge and agree that: (a) the charges for, and availability of, the Services are in no way contingent or conditional on your subscription for the provision of any tariffed or tariffable service from a TELUS affiliate; and (b) non-forborne telecommunications services, and bundled services that include non-forborne telecommunications services, are required to be provided, and shall only be provided, in accordance with tariffs approved by the Canadian Radio-television and Telecommunications Commission. Tariffs applicable to the Services include the following: None. The Services are either non-regulated or forborne.

In relation to all telecommunications services provided by TELUS hereunder, unless you provide express consent or disclosure is pursuant to a legal power, all information kept by TELUS regarding you, other than your name, address and listed telephone number, is confidential and may not be disclosed by TELUS to anyone other than you; a person who, in the reasonable judgement of TELUS is seeking the information as your agent; 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; an agent retained by TELUS to evaluate your creditworthiness or collect your account, provided the information is required for and is to be used only for that purpose; or to a public authority or agent of a public authority, if in the reasonable judgement of TELUS it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information. Express consent may be taken to be given by you where you provide written consent, oral confirmation verified by an independent third party, electronic confirmation through the use of a toll-free number, electronic confirmation via the Internet, oral consent where an audio recording of the consent is retained by TELUS, or consent through other methods, as long as an objective documented record of your consent is created by you or by an independent third party.

For the purposes of the foregoing paragraph, you hereby expressly consent to the collection, use and disclosure by TELUS and its agents of your information, content and materials (including, without limitation, personal information) to the extent such collection, use and disclosure is authorized under Sections 2.1 and 3.4 of this Agreement.

March 2019