

Customer Terms of Service

Welcome to Cross Country! When you use our Services you're agreeing to these Terms of Service so please read them carefully. Please contact us if you have any questions!

- These Terms of Service ("Terms") apply to your use of Cross Country's residential services, including TV, Internet, wireline telephone, and any related services ("Services"), and any equipment used with the Services ("Equipment"). In these Terms "Cross Country", "us", "we", "our," means Cross Country;

The above listed Terms, agreement and policies, with amendments, form the entire agreement between you and Cross Country and replace any other written or oral agreement or terms relating to your Services.

1. Introduction

- a) The Services provided to you are categorized as follows: Month to Month Services are Services that you subscribe to on an ongoing basis; and Pay-per-Use Services are Services that you use on a per-use basis.
- b) We may need to make changes to these Terms and policies from time to time. You will always find the most current version of these Terms at xcountry.tv. If we decide that a change is significant we will notify you by email, bill message, or any other method we choose to use. By continuing to use the Services after any changes are made, you agree to be bound by the changed updated Terms.
- c) If we make any significant change to the Services we will give you at least 30 days' written notice (except where prohibited by law). Examples include changes to Internet speed, hours of availability, and modifying TV packages.
- d) You cannot transfer or assign your service or Agreement to someone else (unless we approve it in advance). We may assign or transfer an Agreement or any of our rights and responsibilities under an Agreement without your permission.
- e) You are responsible for all charges on your account, including collect calls (at the rate set by the phone company of the person who called you), directory/operator assistance calls, calls to 900 or 976 numbers and long distance. You are also responsible for
 - i. making sure that anyone who uses your Services complies with these Terms;
 - ii. protecting the security of any user names or passwords relating to your account so that others do not gain unauthorized access to your Services or account; and
 - iii. making sure that any information you have provided to us is up-to-date and accurate, and letting us know if it changes.

2. Payment

- a) Monthly recurring Service charges will start on the initial activation date of the Service(s) or the Equipment, whichever is earlier and are billed 1 month in advance. This means that your bill will include monthly recurring Service charges for the next month. Pay-per-Use Services will be billed after you use them. Examples of Pay-per Use services include long distance, collect calls and directory/operator assistance calls.

- b) Your Service Period is the first of the month to the end of the month. Your payment is due on the 15th of each month (shown on your bill). If you don't pay your bill by that date, we will apply a late payment charge to your account. Your payment is due even if you didn't get a bill. If we didn't bill you, or we billed you the wrong amount, we have 6 months from the date the charge was made to correct your bill.
- c) To make sure you have time to confirm the charges on your bill, we will give you 60 days from the date you receive your bill to review your charges and contact Cross Country with any dispute. However, you must pay any non-disputed amounts by the date shown on your bill. After 60 days, all amounts appearing on your bill are deemed to be valid.
- d) If you set up a pre-authorized payment plan, we will automatically withdraw the amount owing on the first banking day of each month from your bank account. We may also withdraw any other amounts due from you, including late payment charges. To avoid late payments, let us know if there are any changes to your bank account information. If you want to cancel or make changes to your pre-authorized payment plan, you agree to notify us at least 15 days in advance.
- e) In exceptional circumstances prior to the normal billing date we may request an interim payment from you for the charges that have accrued, providing you with details regarding the Services and charges in question. In these cases, the charges can be considered past due when the time period we specify for such payment has lapsed.

3. Pre-Payment

- a) We may require a pre-payment toward your first invoice or impose other payment requirements such as preauthorized payments. We will decide how to apply payments you make, at any time, to amounts that you owe us.
- b) Upon notice to you, we may assign or change a spending limit on your account at any time. If you exceed this limit we may suspend your account.

4. Customer-Initiated Termination

- a) To cancel your Services, contact Cross Country with the date you want the termination to be effective. If you rely on a new service provider to cancel your Services for you, it is up to you to confirm that your new service provider has canceled your Services with us – if the new service provider has not sent us a notice to cancel, you may still be billed by us and will be required to pay for Service(s) we have not terminated.
- b) If you cancel your Services, you must pay all fees and charges incurred up to the termination date or other fees as set out in your Service Agreement.
- c) Upon cancellation you must arrange for the return of all Cross Country owned Equipment, either picked up by a technician, or dropped off to the Cross Country office, or you agree to pay the undiscounted retail value of the Equipment.
- d) A reconnection fee will apply if you reconnect after a suspension or termination of service.

5. Cross Country- Initiated Termination

- a) Cross Country may cancel any of your Services, accounts or Service Agreements, as long as we give you at least 2 weeks' notice (except where prohibited by law).
- b) If your Services are canceled, you must pay all fees and charges incurred up to the termination date or other fees as set out in your Service Agreement. If your Services are suspended, you may continue to pay the monthly recurring charges during the suspension.
- c) Upon cancellation you must arrange for the return of all Cross Country Equipment, either picked up by a technician or dropped off to the Cross Country Office, or you agree to pay the undiscounted retail value of the Equipment.
- d) We have the right to restrict, block, suspend, disconnect, cancel or refuse to provide any or all of your Services, accounts or identifiers in any way, including 9-1-1 service, without notice or liability to you, if:
 - i. you have not paid for your Services by the due date;
 - ii. Cross Country would have to incur unanticipated, unusual or unreasonable expenses to provide any Service;
 - iii. you are in breach of these Terms and any related policies;
 - iv. you fail to provide or maintain a reasonable payment or alternative when we ask you to;
 - v. you fraudulently or improperly seek to avoid payment to us;
 - vi. you exceed your spending limit;
 - vii. you use, permit or encourage others to use any of the Services for the purposes of making or sending annoying or offensive calls or messages, for any cyberbullying or harassment, or in a manner that is illegal or that would give rise to civil liability, or otherwise violate applicable laws;
 - viii. you re-arrange, disconnect, remove, repair or otherwise interfere with Cross Country's Equipment or if termination or suspension is necessary to protect Cross Country's facilities, Equipment or network;
 - ix. you or someone on your behalf act unreasonably towards Cross Country or its employees or agents or engage in conduct which we consider to be unacceptable;
 - x. we reasonably suspect or determine that any of your account, identifiers, Services or Equipment is the subject of fraudulent, unlawful or improper usage or usage that adversely affects our operations, networks or our Services;
 - xi. we need to install, maintain, inspect, test, repair, remove, replace, protect, modify, upgrade or improve the operation of the Services, the Equipment or our networks; or
 - xii. we reasonably believe that there is an emergency or circumstance that would warrant such action.
- e) If we restrict, block, suspend, disconnect or cancel your Services or accounts:
 - i. you must pay the monthly recurring charges and any amounts owing;
 - ii. we may also restrict, block, suspend, disconnect or cancel, without notice or liability, any other Services or accounts that you have with us;

- iii. you may be charged for any costs incurred by us in connection with your breach of these Terms, including collection and legal costs;
 - iv. your access to emergency or special needs services (including 9-1-1 and public alerts) may also be restricted, blocked, suspended, disconnect or cancelled; and
 - v. you may not be able to regain access to your previous telephone numbers, email addresses or any other identifiers following a termination of your Service
- f) A reconnection fee will apply if you reconnect after a suspension or cancellation of service.
- g) If we remove our Equipment or facilities we will not, nor are we required, to alter, repair or re-install wiring or other facilities – but if we fail to remove it, it does not mean we have abandoned it.

6. Access to Your Premises

- a) You authorize Cross Country's employees to enter or have access to your premises as necessary at mutually agreed upon times to install, maintain, inspect, repair, remove, replace, investigate, protect, modify, upgrade or improve the operation of our services, the Equipment, our facilities or networks. If you are not the owner of the premises, it is your responsibility to obtain and maintain these access rights for us and you warrant that you have such consent before we enter or access the premises.
- b) If any of your Services or accounts have been cancelled, you authorize us and our representatives to enter or have access to your premises to disconnect the Services and remove our Equipment, as applicable.
- c) For any in-home visits by a technician, we require an adult (over 18) to be present.

7. Equipment

- a) Except for Equipment that you have fully paid for or have agreed to pay for, all Equipment we provide to you remains our property. You may use the Equipment only at the service address identified on your account (unless we approve it in advance).
- b) Cross Country is not responsible for any equipment you own (either equipment you paid for, or agreed to pay for, such as your mobile device).
- c) Equipment and related software may have to meet certain minimum requirements and be maintained in certain locations for the proper operation of the Services. Such requirements may change from time to time without notice and you are responsible for updating or maintaining your Equipment and software as necessary to meet such requirements. We may, directly or through third-parties, provide software updates for the Equipment, including introducing, modifying or removing software features, remotely installing software, firmware or other updates on your Equipment from time to time, for the continued operation of the Services or the Equipment. If your Equipment or software is not up to date, we may not be able to provide you with customer support.
- d) You are responsible for:
 - i. not tampering with or making any alterations to our Equipment or moving it without our knowledge or permission;

- ii. making sure our Equipment is not sold, leased, mortgaged, transferred, assigned or encumbered; and
- iii. notifying us if any Equipment is lost, damaged, stolen, sold, leased, mortgaged, transferred, assigned, encumbered and paying us the undiscounted retail value of that Equipment, and any costs we incur in seeking possession of it.

8. Cross Country Services

- a) The CRTC requires Cross Country to offer certain TV channels, which may change from time to time. We will notify of you any significant changes.
- b) Cross Country has no control over the TV programs included on a channel and certain programming, including sporting events, may be unavailable or “blacked out” in your local area for copyright or other reasons, or programming may be discontinued by the programming provider or subject to temporary interruption due to causes outside of Cross Country’s control.
- c) To add or remove individual channels or packages of channels, or make changes to other aspects of your Service such as adding services or features, or to manage your bill please call the office.
- d) The CRTC requires us to make wireline telephone customers’ names, addresses and telephone numbers available to publishers of paper and electronic directories and to providers of operator services. You can request that Cross Country submit only a community name to directory publishers, rather than your full address, by calling the office. You can block publication of your telephone number in these directories by calling the office. However, these directories or services may obtain your telephone numbers and address from a source other than us.
- e) Eastlink is directly connected to the E9-1-1 system in the provinces where it is available.
- f) You have the right to take (or “port”) your phone number to another Canadian provider in most cases. However, please note that you do not own your number. This means that, if you leave Cross Country and choose not to take your phone number with you, we have the right to assign your number to another customer.
- g) You also do not own any email address or other identifier assigned to you. We may change or remove an identifier at any time upon notice to you. The “xcountry.tv” email address is provided as part of your Internet service, so if you terminate your Internet service you will no longer be able to send or receive emails from that email address and all emails associated with the account will also be removed 30 days after termination.
- h) Cross Country may limit long-distance calls to certain high cost areas based on the cost of call termination and other factors, and may set long distance rates based on these factors. These regions and rates are subject to change.

9. Privacy

- a) Cross Country is committed to protecting your privacy and we take all reasonable steps to ensure that your personal information is safe and secure in compliance with applicable privacy laws and regulations.
- b) With respect to your telephone service, unless you provide express consent, or disclosure is pursuant to a legal power, all information held by Cross Country regarding you (other than your name, address and listed telephone number) is confidential and will not be disclosed by Cross Country to anyone other than: (a) you; or a person you have authorized (b) a person who, in our reasonable judgment, is seeking the information as your agent; (c) another service provider, 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; (d) 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; (e) an agent we retain in the collection of your account, or to perform other administrative functions and to assist in providing your Services, provided the information is required for and is to be used only for that purpose; (f) an agent we retain to evaluate your creditworthiness (as well as providing such information to credit reporting and collection agencies, if applicable), provided the information is required for and is to be used only for those purposes; (g) a public authority or agent of a public authority, if in the reasonable judgment of Cross Country, 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 a Customer where the Customer provides: (a) written consent; (b) oral confirmation verified by an independent third party; (c) electronic confirmation through the use of a toll-free number or via the Internet; (d) oral consent, where an audio recording of the consent is retained by us; or (e) consent through other methods, as long as an objective documented record of customer consent is created by the customer or by an independent third party.

10. Your Use of Services

- a) Cross Country has the right, but not the obligation, to monitor use of the Service (other than voice Services) or the Equipment, and to review and retain such content, material or information as may be required to manage our network, comply with laws or address allegations of illegal content or violations of other parties rights.

11. Warranties, Indemnity and Limitations of liability

- a) The Services or access to the Services, including 9-1-1, public alerts or special needs services, may be impacted by factors beyond our reasonable control and may not function correctly or at all in the following circumstances:
 - i. if your Equipment fails, is not configured correctly or does not meet Cross Country's requirements;

- ii. if you install certain third party applications on your Equipment;
 - iii. in the event of a network outage or extended power failure;
 - iv. if you tamper with or, in some cases, move the Equipment; or
 - v. following suspension or cancellation of your Services or account.
- b) To the extent permitted by applicable law, Cross Country makes no warranties, representations, claims, guarantees or conditions of any nature, express or implied, including fitness for a particular purpose, merchantability, title or non-infringement, with respect to any Cross Country services. Cross Country assumes no liability for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of any the Services (including any service outage), even where such unavailability occurs after installation of the Services.
- c) Services are available in Cross Country's on compatible devices where technology permits. Cross Country may (i) make changes to the network or other facilities (including changing technology, and, to provide a good experience for the majority of our customers and minimize capacity issues and degradation in network performance, we reserve the right to limit or restrict your usage or to terminate your subscription to either a feature or to the Service generally and to refuse to provide you Services thereafter); and (ii) enlarge, reduce or change coverage areas, all at our discretion, without notice. Cross Country is not liable for any changes in your ability to use the Services or the device resulting from such changes.
- d) To the extent permitted by applicable law, Cross Country's liability for negligence, breach of contract, tort or other causes of action, including fundamental breach, is limited to payment, upon request, for actual and direct damages of a maximum amount of greater of \$20 or an amount equal to the service fees payable during any service outage, including 9-1-1. Other than the foregoing payment and to the extent permitted by applicable law, Cross Country is not responsible to anyone for any damages, including direct, indirect, special, consequential, incidental, economic, exemplary or punitive damages.
- e) In addition to the circumstances described elsewhere in these Terms where Cross Country has already stated it is not responsible for any claims, losses, damages or expenses, to the extent permitted by applicable law, Cross Country is not responsible for any claims, losses, damages or expense relating to: (a) our entry onto your property to inspect, maintain, repair, relocate or replace any Cross Country Equipment; (b) any missed or delayed installation or other appointment for any Services; (c) any error, inclusion or omission relating to any telephone listings or directories; (d) removal of Cross Country Equipment; (e) your use of the Services including distribution of content by you or thirdparties; or (f) any claims that the use of, or any material transmitted through the Services infringes the intellectual property, industrial, contractual privacy or other rights of a third party. More generally, to the extent permitted by applicable law, Cross Country will not be responsible for failing to meet obligations due to causes beyond its reasonable control, including work stoppage, labour disputes and strikes, pandemics, war, terrorism, civil insurrection, any law, order, regulation or direction of any government, failure of the public power grid, unlawful acts, your failure to act in accordance with these Terms, or the act of omission of a telecommunications carrier whose network is used in establishing connection to a point which Cross Country doesn't directly serve, acts of nature and all other force majeure events.

- f) Any credit or refund for any service unavailability or service interruption is entirely at Cross Country's discretion.
- g) You agree to hold harmless and indemnify Cross Country against all claims, losses, damages, costs and expenses (including reasonable legal fees and other litigation expenses) resulting from:
 - i. your use (or the use by others) of your Service and/or facilities or Equipment, where such use causes damage or harm to another party or the property of another;
 - ii. violation or breach of any term, condition, representation or warranty of these Terms or any applicable policies;
 - iii. use of or inability to use the Service;
 - iv. any content or software displayed, distributed or otherwise disseminated by your use of the Service;
 - v. from damage to any property or person whatsoever, related to the use of the Service or the installation or use of any Equipment, including the cable modem or high speed wireless Internet antenna; or
 - vi. violation, alleged violation or misappropriation of any intellectual property, industrial, contractual, privacy or other rights of Cross Country or any third party or any alleged libel or slander by a third party against you.

12 General

- a) These Terms are governed by the federal laws and regulations of Canada, including the CRTC's Television Service provider ("TVSP") Code, the Wireless Code and any provincial laws which might apply to Cross Country in the province in which your Service is provided.
- b) You may not use the Service for anything other than your own personal use. You may not resell the Services, receive any payment or benefit for the use of the Services, or provide Internet access or any other feature of the Services to any third party.
- c) Even if Cross Country decides not to enforce any part of these Terms for any period of time, the term still remains valid and we can enforce it in the future. Also, if any part of the Terms are not enforceable, the remaining terms will continue to apply.
- d) Upon termination of your Service, all accrued obligations or liabilities and the provisions which by their nature are intended to continue beyond such termination will remain in effect.
- e) Some of our Services may be offered or described as being "unlimited" in nature. This is subject, at all times, to reasonable usage limits for personal use by an individual.

Contact Us

- Online at www.xcountry.tv or by email at office@corp.xcountry.tv
- By phone 902-678-2395 and choose option 1 for the office
- Write to Cross Country TV Ltd, PO Box 310, Canning, NS, B0P 1H0

Cross Country's goal is to provide you with exceptional customer service and the right solutions for your needs the first time you contact us. We also recognize that there may be a time when we fall short of our goals. In this case, if you wish to express your comments and concerns please contact our Customer

Service at the number above. If our Customer Service Representative is unable to resolve your concerns please ask to speak with a supervisor. While most concerns are resolved before this step, if you are not completely satisfied please contact our General Manager by emailing admin@corp.xcountry.tv . Should we be unable to resolve your concerns, the Commission for Complaints for Telecom-Television Services (CCTS) may be able to assist. The CCTS is an agency who resolves complaints from customers about their telecommunication and TV services. To learn more, visit www.ccts-cprst.ca or call 1-888-221-1687.

Cross Country's TV services are in compliance with the CRTC's Television Service Provider Code that sets out yours consumer rights and service providers' obligations for your television service. For more information regarding the Code please visit: www.crtc.gc.ca.