

Resale of Zayo Services in Canada – Regulated Terms and Conditions

Zayo is required by the CRTC to include certain terms and conditions in its contracts with its customers who resell Zayo telecommunications services. The following terms and conditions are incorporated into our service contracts with resellers, including you, the “Customer”. It is a condition of reselling Zayo services that the Customer abides by the provisions of this document (the “Reseller Terms and Conditions”), as updated from time to time. A current copy will be located on our website.

For the purpose of these Reseller Terms and Conditions: “End Customer” refers to the final consumer or party to whom the service is registered, but not a subsequent reseller; “CRTC” refers to the Canadian Radio-television and Telecommunications Commission; “LEC” refers to local exchange carrier.

1. General

- a. The Customer acknowledges and agrees that all regulatory obligations applicable to the Customer as a Canadian telecommunications reseller, (including, without limitation, those obligations outlined in these Reseller Terms and Conditions) are hereby included and contractually agreed to in any subsequent downstream reseller agreements that the Customer executes with third parties.

2. Industry Process for Customer Migration Involving Resale

- a. The Customer agrees to abide by all CRTC rules regarding the transfer and migration of End-Customers.
- b. The Parties agree to follow the “Customer Migration Process Maps” developed and revised from time to time by the CISC Business Process Working Group, or its successor. Deviation from these maps is permitted only to the extent set out in the Customer Migration Process Maps document which is obtainable from the CRTC.

3. Telephone Number Retention and Portability

- a. Where technically feasible, the Customer shall permit its End-Customers to retain and port their telephone numbers in the same manner as LEC end-customers.

4. Cancellation Policies

- a. In providing retail local voice services including VoIP, and/or Internet services to individual and small business End-Customers, the Customer shall comply with the requirements of Broadcasting and Telecom Regulatory Policy CRTC 2014-576, as amended or modified from time to time, regarding cancellation of services by End-Customers.

5. Emergency Services/9-1-1

- a. The Customer hereby agrees to abide by all existing and future obligations with respect to 9-1-1 service, particularly the obligations applicable to non-carriers set out in Telecom Regulatory Policy CRTC 2016-12 and the appendix thereto. The Customer acknowledges that Zayo is required to report, in a timely manner, non-compliance by non-carriers with these obligations, whether actual or suspected, by letter addressed to the Secretary General, including the name and contact information of the non-carrier, as well as any details regarding the alleged non-compliant behaviour, and to implement any remedial directions from the CRTC.

6. Consumer Safeguards, End-Customer Confidentiality and Privacy

- a. Authorization and Dispute Procedures for End-Customer Transfers

- i. The Customer shall comply with the consumer safeguards, including the "Authorization and Dispute Procedures for End-Customer Transfers", described in CISC consensus report CTRE015a and approved by the CRTC in a letter decision dated 1 February 2000, as modified from time to time pursuant to CRTC direction.
 - ii. The Authorization and Dispute Procedures for End-Customer Transfers specify an amount to be paid ("**Service Restoration Fee**" or "**Fee**") to another local service provider, including Zayo, by a local service provider which has been found by an industry customer transfer dispute arbitrator ("**Arbitrator**") to have transferred an End-Customer's local service without authorization.
 - iii. Where, as a result of a finding of the Arbitrator on an End-Customer transfer dispute that Zayo must remit the Service Restoration Fee on the Customer's behalf to another local service provider, Zayo shall submit a bill to the Customer for the amount of the Fee and applicable billing and processing costs, and the Customer shall remit the billed charges to Zayo.
 - iv. Where, as a result of a finding of the Arbitrator on an End-Customer transfer dispute that the Customer must remit the Service Restoration Fee directly to another local service provider, including Zayo, the Customer shall be liable to the other local service provider for the payment of the Fee. The Customer shall remit the Fee to the other local service provider.
- b. The Customer shall abide by CRTC rules regarding the confidentiality of customer information established in Review of the General Regulations of the Federally Regulated Terrestrial Telecommunications Common Carriers, Telecom Decision CRTC 86-7, 26 March 1986, as amended by Telecom Order CRTC 86-593, 22 September 1986, and as modified from time to time, including (but not limited to) Telecom Decision CRTC 2003-33, Telecom Decision 2007-13, and Telecom Regulatory Policy CRTC 2009-723
- c. The Customer shall satisfy all existing and future regulatory requirements designed to protect customer privacy, including:
 - i. delivery of the privacy indicator when invoked by an End-Customer;
 - ii. provision of automated universal per-call blocking of calling line identification;
 - iii. provision of per-line call display blocking to qualified End-Customers;
 - iv. disallowance of Call Return to a blocked number;
 - v. enforcement of the CRTC's Unsolicited Telecommunications Rules, including disconnecting the telecommunications service of a telemarketer that has violated the CRTC Unsolicited Telecommunications Rules upon direction from the CRTC; and
 - vi. provision of Universal Call Trace.
- d. To the extent that the above privacy safeguards are unavailable with the Customer's Services, Customer must obtain its End-Customer's express acknowledgement of such unavailability pursuant to Telecom Decision CRTC 2005-28 (Regulatory framework for voice communication services using Internet Protocol).
- e. Upon request, the Customer shall provide the following information to End-Customers:
 - i. local calling area boundaries;
 - ii. details of all service options, with applicable prices;
 - iii. details of all potentially applicable service charges;
 - iv. policy on access to Enhanced Service providers;
 - v. available special needs services; and
 - vi. information respecting privacy, including the Customer's responsibilities with regard to protecting the confidentiality of End-Customer records.
- f. The Customer shall provide End-Customers with the following information prior to contracting for service:

- i. billing frequency and payment policy;
- ii. disconnection policy;
- iii. security deposit policy;
- iv. policy on directories;
- v. the name and address of the company providing service to the End-Customer;
- vi. a toll-free telephone number from which the End-Customer can obtain further information or lodge a complaint;
- vii. billing date, if known;
- viii. due date for payment, if known;
- ix. interest rate applicable to late payments;
- x. information with respect to access to 9-1-1 Service including End-Customer charges, if any; and
- xi. the information contained above with respect to safety and privacy protection.

7. Accessibility

- a. Customer shall comply with all CRTC obligations regarding accessibility of communications, including the provision of message relay and IP relay services.
- b. Customer shall make available the following information, within a reasonable period of time, in Braille, large print or computer diskette or such other format as is mutually agreed upon by the Customer and its End-Customer (i): upon request of End-Customer who are blind: billing statements; bill inserts sent to End-Customers about new services or changes in rates for existing services; and any bill inserts that are mandated from time to time by the CRTC; and (ii) upon request of End-Customers or potential End-Customers who are blind, information setting out the rates, terms and conditions of the service. In the case of a request for an excessively large volume of information, the Customer may limit the alternative format to computer diskette or any other electronic format mutually agreed upon by Customer and the End-Customer.
- c. Customer must provide information on dialing plan changes in alternative formats to persons with visual impairments, upon request, and to do so in a manner that is consistent with the dialing plan changes information requirement.

8. End-Customer consent

- a. Express consent may be taken to be given by an End-Customer where the End-Customer provides:
 - i. written consent;
 - ii. oral confirmation verified by an independent third party
 - iii. electronic confirmation through the use of a toll-free number;
 - iv. electronic confirmation via the Internet;
 - v. oral consent, where an audio recording of the consent is retained by the carrier; or
 - vi. consent through other methods, as long as an objective documented record of End-Customer consent is created by the End-Customer or by an independent third party.

9. Internet Traffic Management

- a. In providing internet service, Customer must abide by the requirements of subsection 27(2) of the Telecommunications Act with regard to any ITMP internet traffic management practice it employs.