



Residential Service Agreement Terms & Conditions

MOPC Network

Municipality of the County of Pictou

Effective Date: August 2026

Table of Contents

1. Introduction
2. Documents Forming this Agreement
3. Definitions
4. General Terms of Service
5. Customer Accounts
6. Service Availability
7. Service Orders
8. Customer Communications
9. Service-Specific Terms
10. FibreFirst Fibre Internet
11. FirstHome Wireless
12. Home Phone (VoIP)
13. Television Services
14. Seasonal Service
15. Installation & Equipment
16. Customer Responsibilities
17. Acceptable Use
18. Billing & Payments
19. Privacy

20. Service Interruptions & Maintenance

21. Suspension & Termination

22. Warranties & Disclaimers

23. Limitation of Liability

24. Indemnification

25. Force Majeure

26. Dispute Resolution

27. Governing Law

28. General Legal Provisions

Schedules

- Schedule A – VoIP 9-1-1 Notice
- Schedule B – Acceptable Use Policy
- Schedule C – Privacy Policy
- Schedule D – Equipment Return Policy

1. Introduction

These Residential Terms and Conditions ("Agreement") govern the provision of residential telecommunications services by **MOPC Network**, a service of the **Municipality of the County of Pictou**, to residential customers.

This Agreement applies to all residential services offered by MOPC Network, including but not limited to:

- FibreFirst Fibre Internet
- FirstHome Wireless Internet
- Home Phone (VoIP)
- Television Services
- Managed Wi-Fi Services
- Seasonal Service
- Equipment rentals
- Future residential telecommunications services introduced by MOPC Network

By requesting, activating, installing, or continuing to use any MOPC Network service, the Customer agrees to be bound by this Agreement and any policies incorporated by reference.

2. Documents Forming this Agreement

This Agreement consists of:

- These Residential Terms and Conditions
- The applicable Service Order
- Acceptable Use Policy
- Privacy Policy
- Equipment Policy
- VoIP 9-1-1 Emergency Services Notice

- Promotional terms accepted by the Customer
- Amendments issued in accordance with applicable law

If a conflict exists between these documents, the following order applies:

1. Service Order
2. Residential Terms and Conditions
3. Service-Specific Policies
4. Promotional Terms
5. Other Published Policies

3. Definitions

For the purposes of this Agreement:

Account means the Customer account established for billing and administration.

Agreement means these Residential Terms and Conditions together with all incorporated policies and Service Orders.

Authorized User means any individual permitted by the Customer to use the Services.

Customer means the individual responsible for the Account.

Equipment means all devices supplied by MOPC Network including Optical Network Terminals (ONTs), gateways, routers, wireless equipment, television equipment, adapters, power supplies and related hardware.

FibreFirst means MOPC Network's fibre-to-the-home (FTTH) Internet service.

FirstHome Wireless means MOPC Network's fixed wireless broadband Internet service.

Home Phone means MOPC Network's Voice over Internet Protocol (VoIP) telephone service.

Service means any residential telecommunications service provided by MOPC Network.

Service Address means the approved installation location.

Premises means the physical property or dwelling associated with the Service Address.

Property Owner means the owner of the Premises where the Services are installed, where applicable.

Service Order means the document confirming the Services ordered by the Customer.

Television Services means IPTV or television services provided by MOPC Network.

4. General Terms of Service

4.1 Provision of Services

MOPC Network provides residential telecommunications services using fibre, fixed wireless, Internet Protocol (IP), and other communications technologies where technically feasible.

Services are provided subject to:

- network availability;
- operational requirements;
- applicable legislation;
- CRTC requirements; and
- this Agreement.

Nothing in this Agreement guarantees uninterrupted or error-free service.

4.2 Acceptance of Agreement

A Customer accepts this Agreement by:

- signing a Service Order;
- completing an online order;
- verbally authorizing activation;
- accepting installation; or
- using any MOPC Network Service.

Acceptance continues until all Services are cancelled in accordance with this Agreement.

4.3 Changes to this Agreement

MOPC Network may amend this Agreement to reflect:

- legislative changes;
- regulatory requirements;
- technological developments;
- operational improvements;
- new services; or
- security enhancements.

Where required by law, Customers will receive advance notice before material changes become effective.

Continued use of Services after the effective date constitutes acceptance of the revised Agreement.

5. Customer Accounts

Customers agree to:

- provide accurate account information;
- maintain current contact information;
- safeguard account credentials;
- notify MOPC Network of material account changes; and
- remain responsible for all activity occurring under their Account, including activity by Authorized Users.

MOPC Network may require identity verification before discussing or modifying an Account.

6. Service Availability

Residential Services are available only where MOPC Network determines that:

- sufficient network infrastructure exists;
- installation is technically feasible;
- network capacity is available;
- required approvals have been obtained; and
- operational requirements can be met.

Availability maps, construction announcements, estimates, and pre-registration notices do not guarantee service availability at a particular address.

MOPC Network reserves the right to delay or decline service where installation cannot reasonably be completed or maintained.

7. Service Orders

A Service Order becomes effective once accepted by MOPC Network.

The Service Order identifies, where applicable:

- Services requested;
- Service Address;
- selected packages;
- equipment provided;
- applicable fees;
- promotional pricing;
- installation requirements; and
- any special conditions.

If information provided by the Customer is incomplete or inaccurate, activation may be delayed or refused.

8. Customer Communications

MOPC Network may communicate with Customers regarding:

- billing;
- appointments;
- outages;
- maintenance;
- security matters;
- service updates;
- regulatory notices; and
- promotional communications where consent has been provided.

Communications may be delivered by email, telephone, SMS, postal mail, customer portal, or other reasonable electronic methods.

9. SERVICE-SPECIFIC TERMS

9.1 General

The following provisions apply in addition to the General Terms of this Agreement. Where a service-specific provision conflicts with the General Terms, the service-specific provision will apply only to that Service.

All Services are subject to technical feasibility, network availability, operational requirements, and applicable laws.

10. FIBREFIRST FIBRE INTERNET

10.1 Service Description

FibreFirst is MOPC Network's fibre-to-the-premises (FTTH) Internet service, providing broadband connectivity over MOPC Network's fibre infrastructure.

Service is available only within approved service areas where sufficient network capacity exists.

10.2 Installation

Installation may include:

- fibre drop installation;
- exterior and interior fibre cabling;
- installation of an Optical Network Terminal (ONT);
- activation and testing of equipment.

Installation methods and equipment placement are determined by MOPC Network based on engineering, safety, and operational requirements.

10.3 Optical Network Terminal (ONT)

Unless purchased by the Customer, the ONT and associated fibre equipment remain the property of MOPC Network.

Customers shall not:

- relocate;
- modify;
- repair;
- disconnect; or
- tamper with

MOPC Network-owned equipment without authorization from MOPC Network.

10.4 Customer Equipment

Customers may connect compatible personal networking equipment.

MOPC Network does not guarantee compatibility, configuration, security, or performance of customer-owned equipment and may limit technical support for such devices.

10.5 Internet Performance

Advertised Internet speeds represent maximum expected speeds under normal operating conditions.

Actual performance may vary due to factors including:

- wireless performance within the Premises;
- customer-owned equipment;
- number of connected devices;
- Internet congestion;
- third-party networks;
- application requirements; and
- environmental conditions.

Wireless speed tests may not accurately reflect the performance of the fibre connection.

10.5.1 Internet Service and In-Home Wi-Fi Performance

Internet Service performance and in-home Wi-Fi performance are not the same. The speed and reliability of a Wi-Fi connection may be affected by the Customer's Premises, including the location of the gateway or router, distance from the device, building materials, interference, the number and capabilities of connected devices, and customer-owned networking equipment.

Unless the Customer subscribes to a service that specifically includes managed Wi-Fi performance, MOPC Network does not guarantee Wi-Fi coverage, speed, or performance throughout the Premises. Internet Service performance may be assessed using a wired connection to MOPC Network-provided equipment or another testing method determined by MOPC Network.

10.5.2 Public IP Addresses and Inbound Connectivity

Residential Internet Service does not guarantee a dedicated, static, or publicly routable IPv4 address unless a specific public-IP service is expressly included in the Customer's Service Order.

MOPC Network may use network address translation, including carrier-grade network address translation (CGNAT), as part of its network architecture. As a result, applications requiring inbound connectivity, port forwarding, customer-hosted servers, certain virtual private network (VPN) configurations, remote-access systems, security cameras, or similar services may not operate as expected.

Customers requiring a dedicated or publicly routable IP address must confirm availability and applicable charges with MOPC Network before subscribing or configuring applications that depend on inbound connectivity.

10.6 Network Management

To maintain a secure and reliable network, MOPC Network may perform:

- software and firmware updates;
- equipment configuration;
- traffic management;
- congestion management;
- cybersecurity monitoring;
- maintenance and restoration activities.

These activities will be carried out in accordance with applicable Canadian laws and regulatory requirements.

11. FIRSTHOME WIRELESS

11.1 Service Description

FirstHome Wireless is a fixed wireless broadband Internet service delivered through licensed and unlicensed wireless spectrum using MOPC Network's tower infrastructure.

The Service is intended only for use at the approved Service Address.

11.2 Service Availability

Availability depends on:

- signal strength;
- line-of-sight conditions;
- terrain;
- vegetation;
- surrounding structures;
- available spectrum;
- network capacity; and
- environmental conditions.

Coverage maps are estimates only and do not guarantee service.

11.3 Installation

Installation may include:

- outdoor radio equipment;
- antennas;
- mounting hardware;
- Ethernet cabling;
- indoor gateway equipment; and
- testing and activation.

Equipment placement is determined by MOPC Network to achieve optimal signal quality and network performance.

11.4 Equipment

Wireless equipment installed by MOPC Network remains its property unless otherwise agreed in writing.

Customers shall not relocate, modify, or interfere with installed equipment without prior authorization.

11.5 Wireless Performance

Because the Service uses radio technology, performance may vary due to:

- weather;
- terrain;
- vegetation;
- buildings;
- radio frequency interference;
- network utilization; and
- customer-owned equipment.

Temporary reductions in speed, latency, or signal quality are normal characteristics of fixed wireless technology and do not necessarily indicate a service fault.

11.6 Equipment Relocation

Wireless equipment is engineered for the approved Service Address.

Relocating equipment without authorization may result in reduced performance, additional charges, or suspension of Service.

12. HOME PHONE (VoIP)

12.1 Service Description

Home Phone is a Voice over Internet Protocol (VoIP) telephone service provided over an approved Internet connection.

Unlike traditional landline service, Home Phone relies on Internet connectivity and electrical power.

12.2 Emergency Calling (9-1-1)

Customers acknowledge that VoIP 9-1-1 service differs from traditional telephone service.

Emergency calling may be unavailable or delayed due to:

- Internet outages;
- power failures;
- equipment failures;
- inaccurate Service Address information; or
- network interruptions.

Customers must:

- maintain an accurate Service Address;
- promptly report any address changes; and
- review the MOPC Network VoIP 9-1-1 Emergency Services Notice.

12.3 Power Requirements

Home Phone equipment requires continuous electrical power.

During a commercial power outage, Home Phone service, including access to emergency services, may not function unless the Customer has an appropriate backup power solution.

Customers are responsible for providing power to all required equipment.

12.4 Telephone Numbers

Where available, Customers may:

- receive a telephone number assigned by MOPC Network; or
- request to transfer an existing number where technically feasible.

Number portability is subject to carrier approval and applicable regulatory requirements.

12.5 Compatible Equipment

MOPC Network does not guarantee compatibility with:

- alarm systems;
- medical monitoring devices;
- fax machines;
- satellite receivers; or
- legacy communications equipment.

Customers using life-safety monitoring equipment are responsible for confirming compatibility with their equipment provider.

12.6 Calling Features

Available calling features may include voicemail, caller display, call waiting, call forwarding, three-way calling, and other features offered under the selected service package.

Available features may vary depending on technical capability and selected plan.

13. TELEVISION SERVICES

Television Services are available where technically feasible.

Programming packages, channels, and features may change due to:

- broadcaster agreements;
- content licensing;
- supplier requirements;
- regulatory obligations; or
- operational requirements.

MOPC Network does not guarantee the continued availability of any specific channel, application, or third-party streaming service.

Customers are responsible for maintaining compatible television equipment and Internet connectivity where required.

14. SEASONAL SERVICE

Eligible Customers may request Seasonal Service where offered by MOPC Network.

Seasonal Service is subject to the MOPC Network Seasonal Service Policy, as amended from time to time. The Seasonal Service Policy forms part of this Agreement and sets out the applicable eligibility requirements, suspension periods, fees, service conditions, and restoration procedures.

Participation in Seasonal Service is subject to:

- the Customer's Account remaining in good standing;
- technical feasibility and network requirements;
- the minimum and maximum suspension periods established by the Seasonal Service Policy;
- applicable Seasonal Service fees and charges; and
- all other requirements and conditions set out in the current Seasonal Service Policy.

While Seasonal Service is active:

- eligible Services may be suspended in accordance with the Seasonal Service Policy;
- recurring charges may be reduced or adjusted in accordance with current pricing;
- installed MOPC Network equipment will generally remain at the Premises unless MOPC Network determines otherwise; and
- the Customer remains responsible for complying with all applicable provisions of this Agreement and the Seasonal Service Policy.

Restoration of full Service is subject to the procedures, notice requirements, scheduling, technical requirements, and applicable fees set out in the MOPC Network Seasonal Service Policy.

Where there is a conflict between this Agreement and the Seasonal Service Policy regarding Seasonal Service, the specific provisions of the Seasonal Service Policy will apply to the extent permitted by applicable law.

15. INSTALLATION & EQUIPMENT

15.1 Installation

MOPC Network will install and activate Services using methods that meet its engineering, operational, and safety standards.

Installation procedures vary depending on:

- the Service ordered;
- property characteristics;
- network infrastructure;
- technical requirements; and
- applicable regulatory requirements.

Installation appointments are estimates only and may be rescheduled due to weather, material shortages, emergency repairs, technician availability, or other circumstances beyond MOPC Network's reasonable control.

15.2 Access to the Premises

The Customer shall provide safe and reasonable access to the Premises for purposes including:

- site assessments;
- installation;
- activation;
- maintenance;
- repairs;
- inspections;
- upgrades;
- equipment replacement;
- service restoration; and
- equipment recovery following cancellation.

Where practical, MOPC Network will provide advance notice before attending the Premises.

The Customer, or an authorized representative who is at least 18 years of age, must be present at the Premises for the duration of any scheduled installation appointment. If the Customer or authorized representative is not present when the technician arrives, or leaves before the installation is completed, the technician may be unable to proceed and will leave the Premises. The Customer may be responsible for any applicable rescheduling or additional service charges.

If the Customer is not the property owner, the Customer is responsible for obtaining all required permissions before installation begins.

15.3 Safe Working Environment

Customers shall provide technicians with a safe working environment.

MOPC Network may postpone or refuse work where conditions present an unreasonable health or safety risk, including:

- unsafe structures;
- hazardous materials;
- aggressive animals;
- unsafe electrical systems;
- severe weather; or
- any condition that may endanger personnel or property.

15.4 Installation Standards

To ensure consistent network performance and reliability, MOPC Network determines the location of:

- network entry points;
- equipment;
- cabling;
- mounting hardware;
- antennas;
- gateways; and
- related infrastructure.

Customer preferences will be considered where practical but may be limited by engineering or safety requirements.

15.5 Property Alterations

Installation may require reasonable alterations to the Premises, including:

- drilling small openings;

- mounting equipment;
- securing cabling; and
- installing protective conduit where required.

MOPC Network will make reasonable efforts to minimize the visual impact of installations and leave the work area in a neat condition.

Minor cosmetic differences resulting from installation methods do not constitute property damage.

15.6 Existing Wiring

Where technically suitable, MOPC Network may use existing customer-owned wiring.

MOPC Network does not guarantee the condition, performance, or future reliability of customer-owned wiring and may recommend replacement where necessary.

15.7 Private-Property Infrastructure and Locates

The Customer is responsible for advising MOPC Network, before installation or other work begins, of any known private or customer-owned infrastructure located on or within the Premises that may be affected by the work. This may include private electrical wiring, water or sewer lines, septic systems, irrigation systems, underground conduits, invisible fencing, landscaping systems, or other privately installed utilities or infrastructure.

The Customer shall identify or arrange for the identification of such infrastructure where it is not covered by applicable public utility locating services.

MOPC Network will exercise reasonable care when performing installation or maintenance work but will not be responsible for damage to private or customer-owned infrastructure that was not reasonably identifiable or was not disclosed or accurately identified by the Customer, except where such damage results from the negligence or wilful misconduct of MOPC Network or its contractors.

15.8 Ownership of Equipment

Unless expressly purchased by the Customer, recoverable Equipment supplied by MOPC Network remains the property of MOPC Network or its suppliers. Recoverable Equipment may include, where applicable, ONTs, gateways, routers, wireless radios, antennas, television equipment, telephone adapters, power supplies, and related hardware that MOPC Network reasonably expects to be recovered following cancellation or replacement.

Fibre drops, cabling, conduits, mounting hardware, and other infrastructure permanently installed or attached to the Premises as part of MOPC Network's network deployment may remain in place after cancellation where MOPC Network determines removal is not required. Such permanently installed network infrastructure remains subject to MOPC Network's ownership and access rights to the extent permitted by law and any applicable property or installation arrangements.

Customers acquire no ownership interest in MOPC Network-owned Equipment or network infrastructure unless expressly purchased or otherwise transferred in writing.

15.9 Care of Equipment

Customers agree to exercise reasonable care in protecting MOPC Network-owned equipment from:

- theft;
- loss;
- misuse;
- vandalism;
- accidental damage; and
- unauthorized modification.

Customers shall promptly report any lost, stolen, or damaged equipment.

Customers may be responsible for the cost of repairing or replacing MOPC Network-owned equipment that is lost, stolen, damaged, destroyed, or otherwise rendered unusable due to the Customer's or an Authorized User's actions or negligence. Applicable repair or replacement fees may be charged in accordance with MOPC Network's current Equipment Fee Schedule or applicable Service Policy.

15.10 Unauthorized Alterations

Customers shall not relocate, disconnect, modify, tamper with, or otherwise interfere with MOPC Network-owned equipment without prior written authorization from MOPC Network.

Unauthorized alterations or interference may result in service interruption and/or applicable service, repair, restoration, or equipment fees. Customers may also be responsible for any costs incurred by MOPC Network to inspect, repair, replace, reconfigure, or restore affected equipment or Services.

Unauthorized alterations may result in:

- service interruption;
- repair or replacement charges;
- suspension of Services; or
- termination of this Agreement where appropriate.

16. CUSTOMER RESPONSIBILITIES

16.1 General Responsibilities

Customers agree to:

- comply with this Agreement;
- comply with applicable laws;
- use Services responsibly;
- maintain accurate account information;
- cooperate with technical support;
- promptly report service issues; and
- pay all applicable charges.

16.2 Account Responsibility

The Customer remains responsible for all activity occurring through the Account, including activity by:

- household members;
- tenants;
- guests;

- family members; and
- Authorized Users.

The Customer is responsible for protecting account credentials and notifying MOPC Network of any suspected unauthorized use.

16.3 Customer-Owned Equipment

Customers are responsible for the installation, operation, maintenance, and security of customer-owned devices connected to the Services.

MOPC Network does not guarantee compatibility or technical support for customer-owned equipment.

16.4 Electrical Power

Customers are responsible for supplying continuous electrical power to all equipment required for the operation of Services.

Power outages may affect Internet, Television, Home Phone, and wireless equipment, including access to emergency services.

16.5 Proper Use

Customers shall use Services lawfully and shall not:

- interfere with network operations;
- damage network infrastructure;
- attempt unauthorized access;
- bypass security measures;
- engage in fraudulent activity; or
- use the Services for unlawful purposes.

16.6 Online Security

Customers are responsible for protecting their own devices and data.

MOPC Network recommends that Customers:

- maintain current antivirus software;
- install security updates;
- use strong passwords;
- enable multi-factor authentication where available; and
- regularly back up important information.

While MOPC Network employs reasonable security measures, no Internet service can be guaranteed to be completely secure.

16.7 Minors

The Customer is responsible for supervising minors who use the Services.

Customers are encouraged to use parental controls or content-filtering tools where appropriate.

16.8 Changes Affecting Service

Customers shall promptly notify MOPC Network of changes that may affect the provision of Services, including:

- changes to contact information;
- changes to the Service Address;
- renovations affecting installed equipment;
- relocation of equipment; or
- changes to emergency service information.

16.9 Technical Support

Customers agree to cooperate with reasonable troubleshooting requests, including:

- restarting equipment;
- performing basic diagnostic tests;

- confirming equipment status;
- providing requested information;
- permitting remote diagnostics where available; and
- scheduling technician visits when required.

Failure to cooperate may delay service restoration.

16.10 Service Sharing and Unauthorized Resale

Residential Services are provided solely for use by the Customer and Authorized Users at the approved Service Address.

The Customer shall not resell, redistribute, share, extend, retransmit, or otherwise make any Service available to any third party, neighbouring property, adjacent premises, separate dwelling unit, business, organization, or other location without the prior written authorization of MOPC Network.

Without limiting the foregoing, Customers shall not install, operate, or permit the use of cabling, wireless bridges, antennas, networking equipment, or any other technology for the purpose of providing access to MOPC Network Services beyond the approved Service Address unless expressly authorized by MOPC Network.

Unauthorized sharing, redistribution, extension, or resale of Service may result in additional charges, suspension of Service, termination of this Agreement, recovery of costs incurred by MOPC Network, or any other remedies available under this Agreement and applicable law.

Nothing in this section prevents a Customer from allowing normal use of the Services by members of their household, guests, tenants residing within the approved dwelling, or other Authorized Users, provided such use remains at the approved Service Address.

17. ACCEPTABLE USE

Customers shall use the Services in a lawful, ethical, and responsible manner.

Without limiting the Acceptable Use Policy, Customers shall not use the Services to:

- violate any applicable law;
- infringe the intellectual property rights of others;

- distribute malicious software;
- interfere with the operation or security of the network;
- engage in fraud, phishing, or identity theft;
- send unsolicited bulk communications in violation of applicable laws; or
- facilitate unauthorized access to systems or networks.

MOPC Network may investigate suspected misuse of the Services and take appropriate action, including restricting, suspending, or terminating Services where permitted by law and this Agreement.

18. BILLING & PAYMENTS

18.1 Charges

The Customer agrees to pay all charges associated with the Services ordered from MOPC Network.

Charges may include:

- monthly service fees;
- installation charges;
- equipment rental or replacement charges;
- technician service fees;
- optional service features;
- seasonal service fees;
- applicable taxes; and
- any other fees disclosed at the time of purchase.

18.1.1 Technician and Service Visit Fees

MOPC Network may charge a technician or service visit fee where the visit is required because of circumstances outside MOPC Network's network or normal service responsibility. Examples may include:

- troubleshooting or repair of customer-owned equipment or customer-owned wiring;

- damage caused by the Customer, an Authorized User, or a third party under the Customer's control;
- unauthorized relocation, modification, disconnection, or interference with MOPC Network-owned equipment;
- a missed or inaccessible appointment where the Customer was responsible for providing access;
- work requested by the Customer that is outside the standard installation or support included with the Service; or
- a service issue determined, after reasonable investigation, not to originate from MOPC Network's network or MOPC Network-owned equipment.

Applicable technician or service visit fees will be disclosed in the applicable Service Order, Equipment Fee Schedule, Service Policy, or otherwise before chargeable work is performed where reasonably practicable.

Billing begins on the Service activation date unless otherwise specified in the applicable Service Order.

18.2 Billing Accounts

Customers are responsible for maintaining accurate billing information, including current payment methods and contact information.

Failure to receive an invoice does not relieve the Customer of the obligation to pay outstanding amounts.

18.3 Billing Cycle

Invoices are issued according to MOPC Network's established billing cycle.

The first invoice may include prorated charges, installation fees, equipment charges, advance monthly service fees, and applicable taxes.

18.4 Payment Methods

MOPC Network may accept payment by one or more of the following methods:

- credit card;
- Visa debit card;

- online banking;
- cheque;
- other approved payment methods.

Accepted payment methods may change from time to time.

18.5 Pre-Authorized Payments

Customers enrolled in automatic payments authorize MOPC Network to withdraw charges using the approved payment method.

Customers are responsible for maintaining valid payment information and sufficient available funds.

18.6 Taxes

All applicable federal, provincial, and local taxes will be added to invoices at the rates in effect on the invoice date.

18.7 Rate Changes

MOPC Network may change service rates, fees, or charges from time to time.

Where required by law, Customers will receive advance notice before material pricing changes take effect.

18.8 Billing Questions

Customers who believe an invoice contains an error should notify MOPC Network as soon as reasonably possible.

Undisputed amounts remain payable while a billing concern is under review.

Where an error is confirmed, MOPC Network may:

- issue a credit;
- correct the invoice;
- apply an account adjustment; or
- issue a refund where appropriate.

18.9 Late Payments

Accounts not paid by the due date may be subject to:

- late payment charges where permitted by law;
- service suspension;
- payment restrictions;
- collection activity; or
- other remedies available under this Agreement.

Where required, MOPC Network will provide appropriate notice before suspending Services for non-payment.

18.10 Credits and Refunds

Approved credits will generally be applied to the Customer's account unless a refund is required by law or approved by MOPC Network.

Refunds, where applicable, may be issued to the original payment method or by another reasonable method.

18.11 Final Billing

Upon cancellation of all Services, MOPC Network will issue a final invoice reflecting:

- outstanding charges;
- prorated fees where applicable;
- equipment charges;
- approved credits; and
- applicable taxes.

Payment of the final invoice does not relieve the Customer of the obligation to return MOPC Network-owned equipment.

19. PRIVACY

MOPC Network collects, uses, stores, and discloses Customer information in accordance with its Privacy Policy and applicable privacy legislation.

Customer information may be collected for purposes including:

- establishing and maintaining Accounts;
- providing and supporting Services;
- processing payments;
- responding to service requests;
- meeting regulatory obligations; and
- protecting the security and integrity of the network.

Customers consent to the collection and use of personal information necessary for these purposes.

MOPC Network will not disclose Customer information except as permitted or required by law or with the Customer's consent.

20. SERVICE INTERRUPTIONS & MAINTENANCE

20.1 Planned Maintenance

MOPC Network may temporarily interrupt Services to perform:

- maintenance;
- repairs;
- upgrades;
- testing; or
- network improvements.

Where practical, advance notice will be provided.

20.2 Unplanned Interruptions

Services may be interrupted due to circumstances beyond MOPC Network's reasonable control, including:

- fibre damage;
- equipment failures;
- commercial power outages;
- severe weather;
- third-party infrastructure failures;
- cybersecurity incidents;
- emergency repairs; or
- force majeure events.

MOPC Network will make reasonable efforts to restore Services as quickly as practical.

20.3 Network Management

To maintain a secure, reliable, and efficient network, MOPC Network may implement reasonable network management practices, including:

- traffic management;
- congestion management;
- software and firmware updates;
- cybersecurity monitoring;
- equipment configuration; and
- service restoration activities.

These practices will be carried out in accordance with applicable Canadian law.

20.4 Service Levels

MOPC Network will make commercially reasonable efforts to provide reliable Services but does not guarantee uninterrupted or error-free operation.

Advertised Internet speeds represent maximum expected speeds under normal operating conditions and are not guaranteed at all times.

21. SUSPENSION & TERMINATION

21.1 Suspension by MOPC Network

MOPC Network may suspend Services where reasonably necessary, including where:

- payment remains overdue;
- fraudulent activity is suspected;
- unauthorized network access occurs;
- illegal or prohibited activity is detected;
- customer-owned equipment threatens network integrity;
- required access to equipment is denied; or
- safety concerns exist.

Where practical and legally required, advance notice will be provided.

21.2 Restoration of Service

Suspended Services may be restored after:

- outstanding balances have been paid;
- violations have been corrected;
- technical issues have been resolved;
- required documentation has been received; and
- applicable reconnection fees have been paid.

Restoration timelines may vary depending on operational requirements.

21.3 Customer Cancellation

Customers may request cancellation by contacting MOPC Network through an approved customer service channel. MOPC Network may require reasonable account verification before processing a cancellation request.

Unless a different effective date is required by law or expressly agreed by MOPC Network, cancellation will become effective on the date confirmed by MOPC Network. Recurring service charges will stop when the cancellation becomes effective, subject to any final

billing, applicable prorated charges or credits, and charges properly incurred before cancellation.

The Customer remains responsible for all charges incurred up to the effective cancellation date, including applicable installation, equipment, technician, usage, or other charges. MOPC Network will issue a final invoice reflecting outstanding charges, applicable prorations or credits, and any equipment charges.

MOPC Network-owned Equipment must be returned in accordance with Schedule D – Equipment Return Policy. Cancellation does not take effect retroactively merely because the Customer has stopped using the Service.

21.3.1 Moving or Relocating Service

A Customer who moves or wishes to relocate Services must contact MOPC Network before the move. Services are approved for the specific Service Address and do not automatically transfer to another address.

Service at the new address is subject to network availability, technical qualification, installation requirements, capacity, property permissions, and any applicable installation, relocation, equipment, or other fees. MOPC Network does not guarantee that the same Service, package, technology, speed, equipment, or pricing will be available at the new address.

Where Services cannot be provided at the new address, the Customer may cancel the existing Service in accordance with this Agreement and remains responsible for applicable charges through the effective cancellation date.

21.4 Termination by MOPC Network

MOPC Network may terminate Services where:

- the Customer materially breaches this Agreement;
- fraudulent or unlawful activity occurs;
- continued provision of Service becomes technically impossible or commercially impractical;
- required regulatory approvals no longer permit Service delivery; or

- the Customer repeatedly fails to comply with this Agreement.

Termination will be carried out in accordance with applicable law.

21.5 Effect of Termination

Following termination:

- all outstanding amounts become immediately due;
- MOPC Network-owned equipment must be returned upon request;
- Services will cease;
- any rights or obligations intended to survive termination will remain in effect.

22. WARRANTIES & DISCLAIMERS

22.1 Service Availability

MOPC Network will use commercially reasonable efforts to provide reliable telecommunications services. However, the Customer acknowledges that Services may be affected by circumstances beyond MOPC Network's reasonable control.

Services are provided on an "**as available**" and "**as provided**" basis unless otherwise required by applicable law.

22.2 No Guarantee of Continuous Service

MOPC Network does not warrant that Services will:

- operate without interruption;
- be error-free;
- achieve any specific performance level at all times;
- be compatible with every customer-owned device; or
- be free from security risks inherent to Internet communications.

Temporary interruptions or degradation of service do not necessarily constitute a breach of this Agreement.

22.3 Third-Party Services

MOPC Network is not responsible for the availability, performance, security, or content of services provided by third parties, including:

- websites;
- streaming services;
- cloud applications;
- online gaming services;
- email providers;
- social media platforms; or
- third-party software.

23. LIMITATION OF LIABILITY

To the fullest extent permitted by law, MOPC Network shall not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages arising from the use of, or inability to use, the Services.

This limitation includes, without limitation:

- loss of profits;
- loss of revenue;
- loss of business opportunities;
- loss of data;
- business interruption;
- reputational harm; and
- loss resulting from delays or interruptions of Service.

Nothing in this Agreement excludes liability that cannot legally be excluded under applicable law.

23.1 Customer Equipment

MOPC Network is not responsible for damage to customer-owned equipment arising from:

- improper installation by others;
- electrical issues within the Premises;
- customer modifications;
- incompatible equipment; or
- circumstances beyond MOPC Network's reasonable control.

23.2 Internet Content

MOPC Network does not control or monitor Internet content and is not responsible for information accessed through the Services.

Customers are solely responsible for evaluating the accuracy, legality, and appropriateness of online content.

24. INDEMNIFICATION

The Customer agrees to indemnify and hold harmless MOPC Network, the Municipality of the County of Pictou, and their respective employees, officers, contractors, and agents from claims, damages, losses, costs, and reasonable legal expenses arising from:

- the Customer's breach of this Agreement;
- unlawful use of the Services;
- negligent or intentional acts or omissions of the Customer or Authorized Users; or
- damage to MOPC Network-owned equipment caused by the Customer or persons under the Customer's control.

This obligation survives termination of the Agreement.

25. FORCE MAJEURE

MOPC Network shall not be liable for any failure or delay in performing its obligations where performance is prevented or delayed by events beyond its reasonable control, including:

- severe weather;

- flooding;
- wildfire;
- lightning;
- earthquakes;
- acts of God;
- pandemics;
- labour disruptions;
- cyberattacks;
- utility failures;
- government action;
- civil unrest; or
- damage to third-party infrastructure.

Performance will resume as soon as reasonably practicable after the event has ended.

26. DISPUTE RESOLUTION

Customers who have concerns regarding their Services, billing, installation, equipment, or other matters should first contact MOPC Network. MOPC Network will make reasonable efforts to investigate and resolve complaints in a fair and timely manner.

If a complaint is not resolved to the Customer's satisfaction, the Customer may request that the matter be escalated within MOPC Network for further review.

Where a complaint remains unresolved, Customers may have the right to refer an eligible complaint to the Commission for Complaints for Telecom-television Services (CCTS), an independent organization that assists consumers in resolving complaints about telecommunications and television services.

Information about the CCTS and its complaint process is available through the following contact information:

Commission for Complaints for Telecom-television Services (CCTS)

Website: ccts-cprst.ca

Toll-free: 1-888-221-1687

TTY: 1-844-713-3010

Email: response@ccts-cprst.ca

Nothing in this Agreement limits any rights or remedies available to a Customer under applicable consumer protection legislation, CRTC requirements, or the authority of any regulatory or dispute-resolution body having jurisdiction.

27. GOVERNING LAW

This Agreement shall be governed by the laws of the Province of Nova Scotia and the applicable laws of Canada.

Any legal proceedings relating to this Agreement shall be brought before a court of competent jurisdiction in Nova Scotia unless otherwise required by law.

28. GENERAL LEGAL PROVISIONS

28.1 Entire Agreement

This Agreement, together with all incorporated policies and applicable Service Orders, constitutes the entire agreement between the Customer and MOPC Network regarding the Services.

28.2 Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

28.3 Waiver

A failure by either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

28.4 Assignment

The Customer may not assign this Agreement without the prior written consent of MOPC Network.

MOPC Network may assign this Agreement in connection with a corporate reorganization, transfer of operations, or other lawful business arrangement.

28.5 Survival

The following provisions survive cancellation or termination of the Agreement where applicable:

- payment obligations;
- limitation of liability;
- indemnification;
- privacy obligations;
- equipment return;
- collection of outstanding balances; and
- any provision intended by its nature to survive termination.

28.6 Notices

Formal notices under this Agreement may be delivered by:

- email;
- postal mail;
- courier;
- hand delivery;
- secure customer portal; or
- other reasonable electronic means permitted by law.

Customers are responsible for ensuring their contact information remains current.

28.7 Electronic Documents

Where permitted by law, electronic signatures, electronic records, and electronic communications have the same legal effect as paper documents and handwritten signatures.

SCHEDULE A – VoIP 9-1-1 NOTICE

Customers subscribing to Home Phone acknowledge and agree that:

- VoIP 9-1-1 service differs from traditional landline 9-1-1.
- Home Phone depends on electrical power and Internet connectivity.
- During power outages or Internet failures, emergency calling may be unavailable.
- Customers must maintain current address information with MOPC Network.
- Customers should maintain an alternate means of contacting emergency services where possible.

The complete VoIP 9-1-1 information package forms part of this Agreement.

SCHEDULE B – ACCEPTABLE USE POLICY

The MOPC Network Acceptable Use Policy is incorporated into this Agreement by reference.

The current version is available on the MOPC Network website and may be updated from time to time in accordance with applicable law.

SCHEDULE C – PRIVACY POLICY

The MOPC Network Privacy Policy forms part of this Agreement and describes how personal information is collected, used, stored, disclosed, and protected.

The most current version is available on the MOPC Network website.

SCHEDULE D – EQUIPMENT RETURN POLICY

Upon cancellation or termination of Service, Customers must return MOPC Network-owned recoverable Equipment within 30 calendar days of the effective cancellation or termination date, unless MOPC Network provides a different written deadline.

Recoverable Equipment may include, where applicable, gateways, routers, ONTs where designated for recovery, wireless indoor equipment, wireless radios, antennas, television

equipment, telephone adapters, power supplies, and other MOPC Network-owned hardware identified for return.

Fibre cabling, buried or permanently installed network infrastructure, mounting hardware, and other infrastructure that MOPC Network determines is to remain in place are not required to be removed or returned by the Customer unless MOPC Network specifically directs otherwise.

Equipment not returned within the applicable return period, or returned damaged beyond reasonable wear and tear, may result in replacement or repair charges based on the current Equipment Fee Schedule or applicable Service Policy, subject to applicable law.

ACKNOWLEDGEMENT

By requesting, activating, installing, or continuing to use MOPC Network Services, the Customer acknowledges that they have read, understood, and agree to be bound by these Residential Terms and Conditions, together with all incorporated policies and applicable Service Orders.