



The agreement between you ("**Customer**" or "**you**") and Bell Mobility Inc. ("**Bell**", "**Bell Mobility**" or "**we**") includes the following documents, as they may apply to you:

- a summary setting out critical information about what you are signing up for ("**Critical Information Summary**");
- an agreement page confirming your acceptance of your agreement with us ("**Our Agreement Page**");
- a summary of key details about your Device, Services, promotions and related Charges (defined below) ("**Device and Service Summary**");
- the actual terms of service spelling out your, and our, obligations (including the schedules attached) ("**Terms of Service**" and "**Schedules**"); and
- if you are a Customer who makes monthly payments on your Device ("**Device Payment Customer**"), a disclosure statement for the payment terms for your Device ("**Disclosure Statement**")

(together, the "**Agreement**").

You should review the entire Agreement. All of the parts are important and together create a legal contract about the Services and the Device that applies to you once you have accepted it. Bell relies upon your promise that you have reached the legal age of majority in your province or territory of residence and are authorized to enter into this Agreement. If you are a small business, then you and the individual subscriber to the Services and the Device are jointly responsible for all obligations in this Agreement, both individually and together. To help you to understand your rights and obligations under this Agreement, these Terms of Service are written in a question and answer format. At the end of these Terms of Service you'll find Bell's contact information.

- 1. What is covered by this Agreement?** This Agreement is for "**Bell Services**" or "**Services**" (as they will be called in this Agreement), whether prepaid ("**Prepaid**") or postpaid ("**Postpaid**"), which include any wireless telecommunications services provided by or through Bell Mobility, including voice (exclusively for the purpose of making and receiving person-to-person voice calls and/or accessing voicemail), text, data (including data transmissions relating to the Internet of things) or other services, and account administration (for example, account changes and customer support). This Agreement also applies to any wireless device ("**Device**") to be used with the Services. Only Bell issued subscriber identity module cards ("**SIM Cards**"), which are required to connect your Device to Bell networks, can be activated on Bell networks.
- 2. How do I accept this Agreement?** You **(a)** sign the Our Agreement Page; **(b)** click "I Agree" or perform any other form of electronic acceptance; **(c)** verbally agree to enter into this Agreement; or **(d)** activate or use any of the Bell Services.

## Your Information and Communication Preferences

- 3. How does Bell protect my personal information?** Bell's commitment to privacy protection is found at the end of these Terms of Service. Bell protects your personal information in a manner consistent with Bell's Privacy Policies available at [bell.ca/privacy](http://bell.ca/privacy) and applicable laws. By entering into this Agreement, you agree that Bell may share your information with other Bell companies and brands as they exist over time ("**Our Companies**").
- 4. Does Bell collect, use or disclose my credit information? If you are a Postpaid Customer, then by accepting this Agreement you consent to our conducting credit checks on you, and our use and collection of your credit and payment history from other Bell companies, credit reporting agencies or other credit grantors to assess your creditworthiness, update your information, activate your ordered services, or assist in collection efforts, all from time to time. You also consent to our disclosure of your credit and payment history with other Bell companies, to credit reporting agencies and credit grantors to assist with assessing your creditworthiness, and to collection agencies to assist with the collection of monies owed, all from time to time. Prepaid Services are available without a credit check.**
- 5. How can I be sure that Bell has accurate contact information for my account?** You are responsible for keeping the contact and payment information you provide to Bell for yourself and any subscribers on your account (including name, mailing address, email address, telephone number, credit card or bank account information) up to date. Visit [bell.ca/myprofile](http://bell.ca/myprofile) or call us to confirm that the information we have on file is correct. If you do not provide an accurate forwarding address, you may forfeit any outstanding credits or deposits on your account.

6. **How does Bell recommend and market its own products and services to me?** At Bell, we use a number of ways to keep our customers informed about the products and services Our Companies provide. We recommend products and services to you based on your account information, eligibility and your needs and preferences as determined by your purchase and use of our products and Services. We may also reach out to inform you of ways to save, new product and Service releases and other useful information using a variety of means, including by sending you commercial electronic messages or calling you. You can unsubscribe or manage your communication preferences for commercial electronic messages by visiting [bell.ca/marketingpreferences](https://bell.ca/marketingpreferences), and you can opt-out from Bell's telemarketing messages by calling **1 800 667-0123**. You will continue to receive service-related messages even if you choose not to receive marketing communications.

## Availability of Your Service and 9-1-1 Limitations

7. **Where are the Services available?** Bell and our roaming partners provide Service coverage for almost all of the populated areas in Canada and access to extensive international roaming coverage. Visit [bell.ca/coverage](https://bell.ca/coverage) for our latest service coverage areas and maps. Bell and our roaming partners may, from time to time and without notice, change networks or geographical coverage areas (both in and out of Canada).
8. **What speed can I expect from the Services?** As fast as our technology, and your Device and selected Services, allow. Bell doesn't guarantee the Services will achieve peak speeds (even if you pay extra to get higher peak speeds). When delivering your Services, Bell may employ its different networks (including mobile networks and Wi-Fi networks) and manage network resources using methods which include (i) Internet traffic management practices; and (ii) prioritization or deprioritization of network access, all in a manner consistent with applicable law. If you violate Bell's Responsible Use of Bell Services policy ("**Responsible Use Policy**") in **Schedule B**, then Bell may, among other things, reduce your speed for network management purposes or terminate your Services. Please review the Responsible Use Policy for greater detail. For a description of our Internet traffic management practices, please visit [bell.ca/ITMP](https://bell.ca/ITMP).
9. **Is 9-1-1 always available? Is Bell Responsible for Emergency Alerts?** No. Further details below.
- (a) **9-1-1:** Bell provides 9-1-1 emergency call routing Service ("**9-1-1 Service**"), which may not always work for a variety of reasons. Also, 9-1-1 Service does not work with all Devices or Rate Plans (as defined in **Section 14**): certain Devices like tablets, modems and turbo sticks/hubs or Devices equipped with data-only Rate Plans may not support, or be intended for, voice services and either cannot be used to call or access 9-1-1 or if 9-1-1 access is available, it may include important limitations, for example, the 9-1-1 operator's inability to call you back in the event your call is disconnected. **Section 10** sets out additional reasons that 9-1-1 Service may not work on all Devices. While Bell provides emergency call routing when the 9-1-1 Service is available and the Device is capable, it is the local government that provides the 9-1-1 emergency response services. If you are calling from an area where 9-1-1 emergency response services are not available, then your call may not be routed to a live operator. Contact your local government for additional information. For an explanation about 9-1-1 Service and information about where 9-1-1 Service may be available, please visit [bell.ca/911](https://bell.ca/911). **To the extent permitted by applicable law, Bell is not responsible for any inability to access 9-1-1 Service.**
- (b) **Emergency Alerts:** As required by law, Bell distributes mandatory emergency alerts issued by government bodies (such as Environment and Climate Change Canada) that it receives from the Alert Ready system ("**Emergency Alerts**") to compatible Devices connected on the Bell LTE network. **Bell is not responsible for the operation of the Alert Ready system, including the content, timing and/or receipt of an Emergency Alert.** For information on Emergency Alerts and Device compatibility, please visit [alertready.ca/wireless](https://alertready.ca/wireless).
10. **Will all Bell Services work with all Devices?** No. Bell does not guarantee the Services, including 9-1-1 Service, will work on all Devices, especially if the Device was not purchased directly from Bell or if it was modified in a way which Bell has not authorized (including, but not limited to, via manufacturer or third-party software updates or downloads, third-party unlocking services or Device tampering). Your Bell SIM Card may not be compatible with all Devices, and your Bell Services (including Rate Plan and Data Feature (as defined in **Section 14**)) must be used exclusively with the specific type of compatible Device that Bell has identified at [bell.ca](https://bell.ca). It is your responsibility to ensure that your chosen Device is able to fulfill your requirements, including that it is compatible with connecting technologies if you need handsfree or similar capabilities.
11. **What happens if my Device becomes outdated?** Bell may change the minimum technology requirements for the Bell Services in which case you may need to replace your Device. If you fail to do so, your Device might not be adequate to access the Services and your only remedy will be to cancel the affected Bell Services.
12. **Does Bell issue credits for Service outages?** Any credit or refund for Service unavailability is entirely at Bell's discretion.

## Managing Your Account

- 13. What is the term of my Agreement?** Your Agreement with Bell has no set term, unless you enter into an Agreement with a set term ("**Commitment Period**"). At the end of your Commitment Period, it automatically extends for no set term at your current rates, unless you cancel your Agreement, as provided in **Section 58**, the Rate Plan you subscribe to is no longer available or you select a new Rate Plan. If you agree to a Commitment Period of **12** months or longer, Bell will notify you **90** calendar days prior to the expiry of your Commitment Period. Cancelling your Agreement may result in a Cancellation Fee (as defined and set out in **Section 59**).
- 14. What is the difference between a Rate Plan, a Data Feature, an Add-on, and Pay-Per-Use Services?** Bell provides you with a variety of subscription options when ordering Bell Services. You can subscribe to pre-defined Services (your "**Rate Plan**"), add features (not within the Rate Plan) that interest you (in the case of data Service, a "**Data Feature**" and otherwise an "**Add-on**"), and have the additional option of using and paying for certain Services as-needed ("**Pay-Per-Use**"). The amount you must pay for any use of the Services (your "**Charges**") will vary depending on the combination of Services you select. Any usage over and above that which is included in your Rate Plan, Add-on or Data Feature is additional usage ("**Additional Usage**") and will be charged in accordance with **Section 15**. Remember that you are responsible for choosing the combination of Services that is most appropriate to your needs.
- 15. What happens if I exceed the usage limits of my Rate Plan, Add-on or Data Feature?** You will pay extra for that. Additional Usage will be charged to you at the Pay-Per-Use rate (visit [bell.ca/payperuse](http://bell.ca/payperuse)), unless your Rate Plan, or selected Add-ons or Data Feature specify a different rate, which may change over time in accordance with **Section 55**.
- 16. Will I have to pay anything in addition to the Charges described above?** There may indeed be cases where additional fees ("**Fees**") apply, for example, if a customer service representative completes a transaction on your behalf. You will be notified of and must agree to a Fee before it is charged. Visit [bell.ca/onetimefees](http://bell.ca/onetimefees) for additional information, including detail on the connection service fee applied to your first bill to activate your Device on Bell networks. Fees are usually charged separately from your Rate Plan and may change from time to time in accordance with **Section 55**. Device Payment Customers must also pay the monthly Device payment shown on your Critical Information Summary ("**Monthly Device Payment**") in accordance with the terms of your Disclosure Statement. "Charges" (as defined in **Section 14**) includes Monthly Device Payments for Device Payment Customers. Certain third party app providers may charge you a fee for subscribing to their app and you are responsible for these fees.
- 17. How do I manage my account and Charges?** You can review your account and your voice, text and data usage online through [bell.ca/mybell](http://bell.ca/mybell), or by downloading the Bell Self serve App to your Device. You can update account information, add Add-ons to your account, view and change your Rate Plan and Data Feature details, manage which subscriber(s) on your account is authorized to unblock data and accept additional data charges for your account (each such subscriber, an "**authorized user**"), edit your notification preferences for data blocks, and monitor and manage your monthly activity to ensure your usage remains within your Rate Plan, Add-on or Data Feature limits through your Self serve profile.
- 18. How does Bell calculate my usage Charges?** It depends on the Service being used.
- (a) Voice:** Both local and long distance calls are rounded up to the nearest minute, unless otherwise stated. Time begins when you initiate a call (for example, by pressing "Send") or, for calls you receive, from the moment the call request connects to Bell's network (which may be before the Device rings) until the time the activity is disconnected (for example, by pressing "End"). If you call a phone number outside of your local coverage area or if you receive a phone call when outside your local coverage area you will be charged for long distance Services. Airtime and long distance Charges also apply to call forwarding. For an explanation of local and long distance coverage areas, visit [bell.ca/coverage](http://bell.ca/coverage). Calls to special numbers (excluding those operated by and on behalf of Bell), including those beginning with a "#", a "\*" or short codes (billed per call) are not included within your Rate Plan or Add-ons and may result in additional charges.
- (b) Text:** Bell counts your incoming and outgoing text messages. Long text messages may be broken up into smaller segments, in which case you will be charged per segment. There may be circumstances where your Device is inactive and incoming text messages are received by Bell's networks but cannot be delivered to your Device. Applicable text Charges continue to apply even if you do not immediately receive them. Interactive text messages (also known as premium short code messages) are counted outside of normal text message Charges and additional Fees apply. Premium short code messages can be stopped by replying to a message with the word STOP. Visit [bell.ca/antispam](http://bell.ca/antispam) for further information or to block premium short code messages. Texts to special numbers (excluding those operated by and on behalf of Bell), including those beginning with a "#", a "\*" or short codes (billed per text), and texts to landlines are not included within your Rate Plan or Add-ons and may result in additional charges.

(c) **Data:** Data usage is rounded up to the nearest kilobyte, unless otherwise stated. Applicable data Charges apply from the moment a data transmission starts and are measured by the data sent and received by Bell's networks in connection with such transmission, whether or not the data request is successfully completed. This means that any of your account usage details may be greater than the data actually received by your Device in connection with the Services. Note as well that certain third party apps may generate data usage even when you are not actively engaged in using them – it is your responsibility to understand how much data is used by your selected app(s). Certain Rate Plans, Add-ons or Data Features that include data may apply to on-Device transmissions only – so if you use your Device as a modem or tether, then you may be charged Pay-Per-Use Charges for data Services. Bell will temporarily block data usage on your account once it reaches **\$50** in Additional Usage Charges for domestic data per billing cycle. At such time, all subscribers on your account who have reached **100%** of their Data Feature will be blocked. If you or any authorized user(s) on your account wish to unblock data on your account, then you (or they) may expressly consent to continued Additional Usage Charges. If you (or they) do not consent, then data Services will be blocked on the account until the start of the next billing cycle. You will also receive notice if your access to data Services is restricted or suspended due to a credit limit or past due amounts as set out in **Section 61**.

(d) **Roaming:** You're "roaming" whenever your Device has to use another wireless service provider's network to send or receive voice, text or data transmissions. Roaming can occur in Canada or internationally. Depending on your Rate Plan, international roaming rates may be significantly higher. Your Device may not be able to roam internationally unless you ask Bell to enable this function and Bell agrees to do so. Certain Rate Plans do not include international roaming and some Devices are unable to roam internationally. If you enable this function and enter an international roaming area, you will be advised that you are roaming internationally and be provided with details on your roaming rate Charges. For current roaming rate Charges, visit [bell.ca/travel](http://bell.ca/travel). Bell will temporarily block data roaming usage on your account once it reaches **\$100** in Additional Usage Charges for international data roaming per billing cycle. If you or any authorized user(s) on your account wish to continue using data roaming, then you (and they) will be given the opportunity to purchase a travel pass. If you (or they) do not purchase a travel pass, then data roaming Services will be blocked on the account until the start of the next billing cycle. You will also receive notice if your access to data roaming Services is restricted or suspended due to a credit limit or past due amounts as set out in **Section 61**.

Rounding practices for U.S. and international voice and data roaming may vary depending on how the wireless service provider permitting you to access their network calculates usage.

**19. Can I change my Rate Plan after I agree to a Commitment Period?** Yes, however Bell may restrict Rate Plan changes, or require that you pay a Cancellation Fee (as described in **Section 59**).

**20. What if I move during my Commitment Period?** Certain Rate Plans are only available in certain locations. If you move to a different location than the one indicated on your account and wish to continue your Bell Services, you may need to change your Rate Plan (see **Section 19**) and/or your mobile number. Visit [bell.ca/onetimefees](http://bell.ca/onetimefees) as additional Fees may also apply.

**21. Can I share my Rate Plan or my Data Feature?** Yes, but only certain Rate Plans and Data Features can be shared with other subscribers on your account (check the Rate Plan or Data Feature details). There are some things you should consider. If you share a Rate Plan or Data Feature with others ("**Share Plan**"), your Services are pooled and made available on a first-come, first-served basis each monthly billing cycle among the subscribers on the account. In other words, you might not receive the full allowance of Services in your Rate Plan or Data Feature in any monthly billing cycle if the included allowance is used up by other subscribers first. Some Services in a Share Plan cannot be shared, and some Services cannot be blocked from other subscribers. A Share Plan requires at least two Devices on two separate plans designated as sharable.

**22. Does my Rate Plan include a system access fee and/or \$0.75 9-1-1 Service Fee?** System access fees ("**SAF**") and 9-1-1 Service Fees apply only to certain Rate Plans and are charged as part of the consideration for Bell providing Services to you. Unlike the Government 9-1-1 Fees described in **Section 48**, they are not required by nor collected for any government. If you wish (and subject to **Section 19**), you may select one of Bell's current Rate Plans that do not charge SAF or 9-1-1 Service Fees.

**23. Do I own the mobile number that Bell assigns me?** No. You do not own or acquire any right in any assigned mobile number or identifier for Bell Services (e.g. IP address, email address, web space URL, host name, Internet fax). Bell may change, withdraw or re-assign any number or identifier assigned to you. Your mobile number may be automatically transmitted to the person you call, other carriers or to us. You can block this display either permanently or on a per-call basis at any time in accordance with the instructions posted from time to time on [bell.ca/portability](http://bell.ca/portability).

**24. Can I keep my number?**

(a) **Transfers to Bell.** Bell will ask your existing service provider to "transfer-in" or "port-in" your existing number if you: confirm (i) that you have the right to make the request; (ii) authorize Bell to share with your existing service provider your information relevant to the transfer request (which may include personal information); and (iii) complete and sign any required request form. You are responsible for payment of fees and taxes owed to your existing service provider (including any applicable cancellation fee).



**(b) Transfers from Bell.** If you or your new service provider ask us to, and your assigned account and mobile number are active, Bell will process a “transfer-out” or “port-out” request for your mobile number to your new service provider. You are responsible for all Charges, Fees and taxes associated with the transfer from Bell, including any applicable Cancellation Fee and unpaid account balances. Prepaid funds are non-refundable. Please refer to **Section 58** to understand how to end your Agreement.

Bell is not responsible for any interruption, disruption or disconnection of any services associated with the number which is the subject of a transfer request. A “transfer” of a number does not include the transfer of any associated services (including voicemails), devices or apps.

- 25. Who is responsible for protecting my account and Device?** You are responsible for the protection of your account(s) and password(s) and for all use of your account, the Bell Services and your Device by yourself and any other users (including subscribers on your account whether or not they are “authorized users” (as defined in **Section 17**)). You must also protect your Device from theft, unauthorized use and software corruption. You are responsible to back up and safeguard your data, including your pictures, and text, email and voicemail messages. Bell may also require that you take proactive measures to protect your Device (for example, updating software). Bell may delete your data and reset your Device to factory settings in certain circumstances. If you have concerns about unauthorized persons ordering Bell Services without your permission, you should investigate the appropriate use of parental controls, passwords and personal identification numbers for your account. You are responsible for payment of all Charges on your account which is why it is so important to protect your account and keep account information (including authorized users) up-to-date.
- 26. How do I use my Bell Services responsibly?** You are responsible for using the Bell Services in a legal and sensible manner. Bell monitors usage on our networks to maintain the continuous, efficient operation of the Bell Services and, where necessary, enforces the rules contained in the Responsible Use Policy. You must comply with the Responsible Use Policy and all applicable laws when using the Bell Services, including your safe use of Devices and **Bell reminds you that it is illegal and unsafe to drive while using your Device unless you are using handsfree capabilities.** We also recommend using the handsfree mode in any situation where you may be distracted (such as biking or walking with your Device). Bell may, but is not required to, monitor (electronically or otherwise) or investigate your use of Bell Services and networks, including Device location, network consumption (and how it affects operation and efficiency of the network and Bell Services), use of Bell Content (as defined in **Section 29**) or your content. Bell may disclose any information necessary to satisfy any law, regulation, governmental or other lawful request from any applicable jurisdiction or as necessary to operate and optimize Bell Services and to protect itself or others and ensure Services are not being used contrary to the Responsible Use Policy.

## Content

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- 27. Am I responsible for content that I create or engage with when using the Bell Services?** Yes. It is your responsibility to ensure that you have the rights to any content you post, upload, store, transmit or communicate to others using the Bell Services, including data, documents, videos, music, photos, etc. Bell is not responsible for the unauthorized use or distribution of this content (including third-party content).
- 28. How does Bell manage my content?** Only as required to provide the Bell Services. Bell may use, copy, adapt, transmit, display, publish, perform and distribute your content. You acknowledge that Bell may store your content so you can access it, but that if you fail to access such content within a certain period of time (as determined by Bell), or if the applicable Service is modified or terminated, Bell may delete it without notice to you.
- 29. Does Bell provide its own content?** Bell may provide its own content as part of certain Bell Services, including programming packages and subscriptions, pay-per-view, on-demand and interactive services, applications, a la carte programming and any other related Services that Bell provides to you (“**Bell Content**”).
- 30. Is the Bell Content I subscribe to always available?** No. All Bell Content is provided on a “subject to availability” basis, may change in our discretion and may only be used by you in accordance with our Responsible Use Policy. Bell will not refund Charges or credit you for any interruptions (including blackout periods) in your enjoyment of Bell Content or any other content.
- 31. Can I redistribute the Bell Content I subscribe to?** No. Bell Content may not be redistributed, rebroadcast, transmitted or performed in any form, and no admission may be charged or any other consideration received by or for your benefit from any third party in return for allowing such third party to listen to or view any Bell Content provided by or through Bell.

## Your Device

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- 32. What happens if I want to upgrade my Device?** Login to your Self serve profile on [bell.ca/mybell](https://bell.ca/mybell) to see if you are eligible for a subsidized Device upgrade. You will be required to enter into a new Agreement with Bell at the time of the Device upgrade. Early upgrade Fees may apply. Special upgrade offers are made available in Bell's sole discretion, and may be withdrawn at any time. You may change your Device any time you like by paying full price for your new Device and any applicable Cancellation Fee in respect of your existing Agreement.
- 33. What happens to my content if I upgrade, trade in or replace my Device?** If you plan to stop using your Device, it is your responsibility to delete any personal information and content it contains. To do so, you must reset the Device to factory settings. Visit [support.bell.ca](https://support.bell.ca) to find out how. If you upgrade or replace your Device, your content may not be transferable. If your content is important to you, then ask whether the content can be transferred. You may be charged a fee for Bell performing the transfer of content.
- 34. Does Bell install, modify or remove software on my Device?** When you accept this Agreement, you agree to Bell installing, modifying or removing Bell software or other software on your Device (which may include applications, features and settings on your Device and/ or SIM Card) wirelessly or otherwise without additional notice. These updates may be required in order to continue receiving the Services.
- 35. What is Bell's return policy?** It depends on whether we are providing you with Postpaid or Prepaid Services.
- (a) Postpaid:** If you purchase a Device from Bell which does not meet your needs, you may return your Device (up to **2** Devices per subscriber on your account) if the Device is: **(a)** returned within **15** calendar days of the start date; **(b)** in "like new" condition with the original packaging, manuals and accessories; and **(c)** returned with original receipt to the store of purchase or to the address specified for returns if you purchased online or by phone. You are responsible for all Charges incurred prior to your return of the Device. Bell will not accept Devices with excessive usage in violation of our Responsible Use Policy. SIM Cards are not returnable once the packaging has been opened or the SIM Card is activated. If you are a person with a disability, the same conditions apply, however, you may return your Device within **30** calendar days of the start date.
- (b) Prepaid:** If you purchase a Device from Bell which does not meet your needs, you may return your Device (up to **2** Devices per subscriber on your account) if the Device: **(a)** is returned within **15** calendar days of the start date; **(b)** is in "like new" condition with the original packaging, manuals and accessories; **(c)** is returned with original receipt to the store of purchase or to the address specified for returns if you purchased online or by phone; and **(d)** has not exceeded **30** minutes of voice usage or **50** MB of data usage. SIM Cards are not returnable once the packaging has been opened or the SIM Card is activated. If you are a person with a disability, the same conditions apply, however, you may return your Device within **30** calendar days of the start date and double the corresponding permitted usage set out above. Funds added to your account are non-refundable.
- 36. What happens if my Device is lost or stolen?** As soon as you let us know that your Device has been lost or stolen, we can suspend your Service. If you report your Device as lost or stolen, and Bell has not been notified of its return within a specified time period, then the Device may be permanently disabled. Remember that this Agreement continues to apply even after you have reported your Device lost or stolen. What happens with your Charges or account balance depends on whether we are providing you with Postpaid or Prepaid Services:
- (a) Postpaid:** You must pay **(i)** all Charges and Fees, plus applicable taxes, incurred up until such time as we receive your notice that the Device was lost or stolen; and **(ii)** either the minimum monthly Charge set out in your Critical Information Summary (if you continue this Agreement) or the applicable Cancellation Fee (if you cancel this Agreement).
- (b) Prepaid:** In order to ensure that your future Prepaid funds are not compromised, we will suspend your recurring Charges and any automatic Top Up program that you participate in (as described in **Section 41**) once you notify us that your Device was lost or stolen. However, the Active Period (as defined in **Section 41**) applicable to your existing Prepaid funds continues to run when the Device is lost or stolen. Accordingly, you must continue to manually Top Up your Prepaid account within **7** calendar days of the end of the Active Period applicable to the Prepaid funds in your account to maintain your existing Prepaid account balance. Funds added to your account are non-refundable (including for suspended or deactivated accounts).

- 37. What happens if my Device doesn't work?** Check your Device manual for troubleshooting tips that might help you solve the problem and contact the Device manufacturer for assistance. You will also find troubleshooting information on our website at [support.bell.ca](http://support.bell.ca). See **Section 52** (**Section 67** for Quebec Customers) if your Device is covered by a manufacturer's warranty and needs to be repaired. If you give your Device to Bell for repair, you are responsible for backing up any personal information and content contained on the Device which you want to preserve and then deleting it (by resetting your Device to factory settings) prior to giving your Device to Bell. Visit [support.bell.ca](http://support.bell.ca) to find out how.
- 38. Will I receive a loaner Device while my Device is being repaired?** If the Device was purchased as part of this Agreement and either the Device is within the manufacturer's warranty period or you subscribe to Bell's Smart/Phone Care Plan, you will be provided with a loaner device (along with related accessories) ("**Loaner Device**") for free, if we have one available. If Bell is unable to provide you with a Loaner Device and you would otherwise have to pay a Cancellation Fee to avoid paying for Services during this time, then your Services will be suspended and you will not be charged for your Services while your Device is being repaired. Device Payment Customers will be charged the applicable Monthly Device Payment(s) during the repair period. If your Device is being repaired by Bell and it is not covered by the manufacturer's warranty or Bell's Smart/Phone Care Plan, then you may be charged a Fee plus applicable taxes for the Loaner Device.
- 39. What do I do with my Loaner Device once my Device is repaired?** Simply return it to the retail location specified by Bell before receiving your repaired Device, unless instructed otherwise by Bell. Please remember that you must delete any personal information and content the Loaner Device contains (by resetting it to factory settings) prior to returning it to Bell.
- 40. What if I lose, damage or fail to return the Loaner Device?** You're responsible for the Loaner Device. If you don't return the Loaner Device in good working order and without visible defects or damage, then you may be charged a Fee to replace the Loaner Device, as set out at [bell.ca/repairfees](http://bell.ca/repairfees) without further notice. This Fee may be paid either in-store or, in some circumstances, applied to your account.

## Billing and Payment

- 41. How does Bell bill me?** Your billing arrangement depends on whether we are providing you with Postpaid or Prepaid Services. You must pay all Charges, plus applicable Fees and taxes.
- (a) Postpaid:** If we are providing you with Postpaid Services, you will be billed monthly in advance for monthly recurring Charges and in arrears for monthly Additional Usage Charges. Your account will be assigned a bill date ("**Bill Date**"). On your first bill there will be Charges for any Services which were provided between your start date and Bill Date, so the total monthly Charges on your first bill may be different from the amount shown on your Critical Information Summary. Your bill will include Charges for your Rate Plan, your Add-ons, your Pay-Per-Use Services and your Monthly Device Payments (if you are a Device Payment Customer), Additional Usage Charges and any additional Fees, plus applicable taxes. Your bill is payable on receipt. Make sure you pay on time because all amounts owing which are not paid by you or received by Bell by your next Bill Date are overdue and you will be charged and must pay interest at the rate of **3%** per month (**42.586%** per year) ("**Late Payment Charges**") on all overdue amounts calculated and compounded monthly from the Bill Date.
- (b) Prepaid:** If we are providing you with Prepaid Services, you will not receive a monthly bill. You must maintain a positive balance of funds in your Prepaid account in order to use the Services. To add funds to your account, you must "**Top Up**". Taxes are extra. Prepaid funds are valid for a specified number of days starting from the time on the day they are added to your account ("**Active Period**"). Unused funds will expire at the end of the Active Period. Expired Prepaid funds will be restored if you Top Up your account within **7** calendar days of their expiry. If you Top Up your account before your existing Prepaid funds expire (or are used up), then your Top Up will be added to your existing Prepaid funds and the Active Period for the Top Up will apply to the combined amount of Prepaid funds. Prepaid funds are non-refundable. Any Prepaid funds or Services which are added to your account on a promotional basis will have an Active Period of **30** calendar days from the date they are added to your account, unless otherwise indicated to you and are not restored or extended by Top Up. Any included but unused minutes, text messages or data in Prepaid Rate Plans or Add-ons will not carry over beyond the applicable Rate Plan or Add-on period. If you use an automatic Top Up program to add funds to your Prepaid account, there may be rare occasions where the activity is delayed by up to **48** hours depending on your bank or due to unforeseen circumstances. You cannot transfer any funds added into your Prepaid account to another account. Visit [bell.ca/prepaid](http://bell.ca/prepaid) for additional information.

- 42. How can I pay Bell?** It depends on whether we are providing you with Postpaid or Prepaid Services. Bell may also have specific payment method requirements.
- (a) Postpaid:** Payment can be made by pre-authorized payment from your bank account or select credit cards (which may be required to obtain certain Services). You can also make a one-time payment with select credit cards at [bell.ca/mybell](https://bell.ca/mybell) or through the MyBell app, by cheque (through the mail), through your bank either via their website or telephone banking, or in person at most financial institutions. If you provide a credit card or bank account (or other pre-authorized payment method) to Bell for your monthly payments, you authorize Bell to charge your credit card or debit/charge your account for all outstanding Charges, additional Fees, applicable taxes and account balances due under this Agreement, including any applicable Late Payment Charges and Cancellation Fees. You confirm that the credit card or bank account from which you have authorized payment is in your name, is valid and has not expired. Your current and authorized credit card information appears on your customer account profile at [bell.ca/mybell](https://bell.ca/mybell), and your current authorized bank account information is on your Preauthorized Debit Authorization form. For Customers outside of Quebec, Bell may charge your account a Fee plus applicable taxes if your payment is refused by your financial institution for insufficient funds. This Fee is to offset costs incurred by Bell.
- (b) Prepaid:** You have a variety of options to Top Up your account balance. You can participate in an automatic Top Up program with a pre-authorized credit card or bank account, or do one-time Top Ups with your assigned personal identification number. You can also Top Up with your credit card or a prepaid card. Please visit [bell.ca/topup](https://bell.ca/topup) for additional information.
- 43. Will Bell ever require an immediate interim payment?** Yes. If we notice usage inconsistent with your normal usage pattern, for example, Bell may require you to pay certain amounts owing on an immediate interim basis, and in advance of your next Bill Date. If this happens, you must pay these amounts on or before the required payment date to avoid suspension or termination of your Bell Services as set out in **Section 61**. If your account is subject to a credit limit, you must ensure your usage Charges and Fees (both billed and unbilled) remain below your assigned credit limit to avoid suspension of your Services.
- 44. How do I correct a payment error?** To correct any payment made by you, including through electronic means (such as Internet or telephone banking or ATM machine), you must ask your financial institution to correct the error.
- 45. Is a consolidated bill available if I subscribe to Bell Home phone, Internet or TV as well as Mobility Services?** By entering into this Agreement, you agree to receiving one bill for the Bell Services and the services of other Bell companies (known as "**OneBill**") if and when such consolidated billing is available and if you meet eligibility requirements.
- 46. What if I have a concern about a Charge or Fee?** You have to contact us within **90** days of either the Bill Date (for Postpaid Services) or the date the Charges and Fees were incurred (for Prepaid Services) otherwise we assume you accepted them. Any Charges or Fees you are questioning will not be considered past due unless Bell has conducted an investigation and concluded that the Charges or Fees are correct and there is no basis for the dispute, or reasonably believes you are using the dispute to evade or delay payment. All undisputed portions of the applicable Charges and Fees and applicable taxes must be paid by the required payment date. Any undisputed and unpaid amount will be considered past due and you will be charged, and must pay, the applicable Late Payment Charge. If you are entitled to a credit from Bell, you confirm that you have made no separate claim for a refund for the same amount from a financial institution. Bell will apply any credits due to you from Bell against future Charges and Fees payable.
- 47. How do discounts or promotions work?** Bell will apply any discounts, incentives or promotions to your account while: **(a)** Bell maintains these discounts, incentives, or promotions; and **(b)** you meet the applicable eligibility requirements (including, maintaining your Service without interruption). Bell may change any discounts, incentives or promotions and their eligibility requirements at any time. Discounts, incentives and promotions may take more than one billing cycle to be applied and appear on your bill and will not be applied retroactively. Before making changes to your Bell Services (including features or Bell Content (defined in **Section 29**), please review applicable restrictions and/or eligibility requirements, as certain changes may result in loss of, or changes to, discounts or promotions. Please note, promotional pricing will not apply to partial billing periods (this means, for example, if a Bell Service is cancelled in the middle of a billing period, you will not receive promotional pricing for that partial billing period).
- 48. Why does Bell charge a government 9-1-1 Fee?** Bell does not provide emergency services, but does provide a 9-1-1 Service to assist with emergency call routing (as described in **Section 9**). In addition to any 9-1-1 Service Fee Bell may charge you itself for providing emergency call routing, Bell is required to remit mandatory 9-1-1 Fees in accordance with applicable law to some provincial or territorial governments for their provision of emergency services ("**Government 9-1-1 Fees**"). You agree to pay any applicable mandatory Government 9-1-1 Fees. Visit [bell.ca/911](https://bell.ca/911) for details. See **Section 9** for limitations that apply to Bell's emergency call routing 9-1-1 Service.



- 49. Does Bell require a security deposit?** Bell may require a security deposit and will provide you with the reason for requiring a deposit. Deposits will earn simple interest based on a rate of **1%** above the Bank of Canada's Target for the Overnight Rate in effect, calculated monthly on the last day of your monthly billing cycle, prorated for any partial month Bell holds the security deposit. When the Bell Services are cancelled or the conditions justifying the security deposit no longer apply (typically when you make six **(6)** consecutive monthly bill payments in full and on time), Bell will apply the security deposit and any earned interest against any outstanding amount owing to Bell Mobility or any other Bell company referred to in **Section 50** below, then refund you the balance of the deposit, if any, within **30** calendar days. Accounts with multiple subscribers will have the security deposit refunded on the earlier of when all subscribers on the account have cancelled Services or after six months from the last subscriber being added to the account and the account remaining in good standing. Accounts that have a security deposit requirement are not permitted to participate in Bell's OneBill billing option (described in **Section 45**).
- 50. What if I have another account with Bell that is in arrears?** If your account with Bell Canada (which includes Bell Aliant and BellMTS), Bell ExpressVu, or a different Bell Mobility brand is in arrears, Bell Mobility may invoice you for, collect or set off any amounts owed to these Bell companies. Bell may also refuse to provide you with any Bell Services if you do not pay any amounts owed to these companies.

## **Warranties and Limitation of Liability (Not Applicable to Customers in Quebec)**

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- 51. Are there any warranties on the Bell Services?** To the extent permitted by applicable law, Bell 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 Bell Services and does not guarantee that communications are private or secure. Bell assumes no liability for any claims, damages, losses or expenses arising out of or otherwise relating to **(i)** the unavailability of any Bell Services (including any Service outage or disruption), even where such unavailability occurs after activation of the Bell Services; and **(ii)** any changes to the networks or geographical coverage areas (both in and out of Canada).
- 52. Are there any warranties on Devices that I purchase from Bell?** Bell is not the manufacturer of your Device. Any Device purchased from Bell is subject to the manufacturer's warranty, which is valid typically for one year from the purchase date of your Device with your original receipt. Some Devices (including non-new Devices) may have a different warranty period. Please review the manufacturer's warranty provided with your Device or through the manufacturer's website to understand what protection it offers and the duration of the warranty. To the extent permitted by applicable law and unless otherwise expressly provided for by Bell in writing or as set out below, Bell 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 Devices that you purchase, or otherwise acquire title to and ownership of, from Bell. Implied warranties as to the quality or fitness for a particular purpose may cover your Device if you advised Bell of the particular purpose for which you will require the Device, if you were not able to inspect the Device for defects or if the warranty is an industry practice. For repairs to an iPhone Device covered by the manufacturer's warranty, contact Bell at **1 800 667-0123**. For all other Devices covered by the manufacturer's warranty, please visit the manufacturer's website or bring your Device to a designated Bell store with an assistance centre (visit [bell.ca/store\\_locator](http://bell.ca/store_locator)). Please visit [bell.ca/warranty](http://bell.ca/warranty) for additional information about warranties. If your Device is not covered by a manufacturer's warranty or Bell's Smart/Phone Care Plan, Bell may, but is not required to, arrange with the manufacturer on your behalf to repair an out-of-warranty Device and may charge you Fees plus applicable taxes for such repair Services, which you will be advised of before being charged.
- 53. How does Bell limit its liability?** To the extent permitted by applicable law, Bell'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 the greater of **\$20** or an amount equal to the Charges for Services payable by you during any Service outage. Other than the above-mentioned payment and to the extent permitted by applicable law, Bell is not responsible to anyone for any damages, including direct, indirect, special, consequential, incidental, economic, exemplary or punitive damages.
- 54. Are there any circumstances when Bell has no liability at all?** In addition to the circumstances described elsewhere in this Agreement where Bell has already stated it is not responsible for any claims, losses, damages or expenses, to the extent permitted by applicable law, Bell is not responsible for any claims, losses, damages or expenses relating to the distribution of content (including Bell Content) by you or third parties. More generally, to the extent permitted by applicable law, Bell is not responsible for failing to meet obligations due to causes beyond its reasonable control, including **(a)** work stoppage, labour disputes and strikes (including those involving us and Our Companies); **(b)** pandemics, war, terrorism, and civil insurrection; **(c)** any law, order, regulation or direction of any government; **(d)** failure of the public power grid; **(e)** unlawful acts; **(f)** your failure to act in accordance with this Agreement; **(g)** the act or omission of a telecommunications carrier whose network is used in establishing connection to a point which Bell doesn't directly serve; or **(h)** acts of nature and all other *force majeure* events.

## Changes to Your Agreement

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- 55. Can Bell make changes to this Agreement?** Yes. By giving you at least **30** (but no more than **90**) calendar days' prior notice to the date of the change, Bell may change: **(a)** your Prepaid Services and associated Charges; **(b)** Bell Services which are provided to you without a set term (including Add-ons and Pay-Per-Use Services) and associated Charges; and **(c)** Fees, provided that prior to the end of your Commitment Period (if any), Bell will not change the Data Feature included on your account. Such changes may include the modification or termination of a Service. Bell may only change other Bell Services and their associated Charges in accordance with applicable law. Bell will give you notice in writing, using a reasonable method to bring it to your attention, such as on **bell.ca** or your bill, by email or by text message. This notice will clearly identify the change and provide the effective date. Also, as required by law, this notice will set out the new term, or amended term and the term as it read before. By taking no action, you accept the change.
- 56. What if I want to refuse a change to this Agreement?** If you want to refuse the change, your remedy is to cancel the impacted Bell Service or the Agreement (see **Section 58**). For Customers in Quebec, and Newfoundland and Labrador, if the change increases your obligations or reduces ours, you may cancel without penalty by notifying Bell up to **30** days after the date of the change. Subject to Bell's right to make these changes, no other statements (written or verbal) will change this Agreement.
- 57. Can I make changes to these Terms of Service?** You may not make any changes to these Terms of Service. However, depending on the Bell Service you subscribe to and your Rate Plan details, you may be able to add or remove certain Services, subject to **Section 19**. You will need to check your Service details to see if additional Fees or Charges may apply.

## Ending Your Agreement

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- 58. How do I cancel my Services?** We'll be sorry to see you go, but if you need to, contact Bell to cancel some or all of your Bell Services. Cancellation is effective the date Bell receives your cancellation notice (or the date you request the cancellation to take effect) ("**Cancellation Date**") and you will be charged and must pay the applicable Charges, Fees and taxes up until the Cancellation Date. SIM Cards will be deactivated and may not be reactivated. If you have a Prepaid account you can stop topping up and your account will be deactivated as described in **Section 62** and if you are enrolled in an automatic Top Up program, please contact us to cancel the automatic Top Up.
- 59. Will I be charged a Cancellation Fee if I cancel my Services?** That depends. If you cancel a Bell Service that is subject to a Commitment Period prior to the end date, you must pay Bell a Cancellation Fee. The Cancellation Fee will be your remaining Device balance (or, for Device Payment Customers, the sum of your remaining Monthly Device Payments) at the time of cancellation, as determined in accordance with the "Early Cancellation Fee" section shown on your Critical Information Summary ("**Cancellation Fee**"), plus any applicable taxes. If you have no remaining Device balance (or, for Device Payment Customers, remaining Monthly Device Payments) outstanding and your Agreement has no set term (or you have a Prepaid account), you will not be charged a Cancellation Fee. The Cancellation Fee is not a penalty.
- 60. What if I have a credit balance on my final bill?** For balances equal to or above **\$10** and under **\$500** on your final bill, Bell will mail a cheque to your preferred mailing address within **90** days of the date of that bill. For any other balance, you must contact Bell to request that we mail a cheque to your preferred mailing address.
- 61. Can Bell suspend or disconnect my Services for non-payment?** Bell may suspend or disconnect any Bell Service or terminate this Agreement if: **(a)** you fail to pay an account that is past due, provided the amount owing exceeds **\$50** or has been past due for more than two months; **(b)** you fail to provide or maintain a reasonable security deposit or alternative as requested by Bell; or **(c)** you have previously agreed to a deferred payment plan with Bell and you fail to comply with its terms. If Bell is about to suspend/disconnect your Service, you will be provided with a minimum of **14** calendar days notice prior to suspension/disconnection, and that notice will let you know **(i)** the reason for the suspension/disconnection and amount owing; **(ii)** the scheduled suspension/disconnection date; **(iii)** information on the availability (or not) of deferred payment plans; **(iv)** the amount of the reconnection charge (if applicable); and **(v)** contact information for a Bell representative who can speak with you about the suspension/disconnection. Bell will attempt to notify you at least **24** hours in advance of your scheduled suspension/disconnection unless repeated attempts to contact you have failed. Suspension/Disconnection will always occur on weekdays between 8 a.m. and 9 p.m. or on weekends between 9 a.m. and 5 p.m. (unless the weekday or weekend day precedes a statutory holiday, in which case suspension/disconnection may not occur after noon) in your province or territory of residence. See **Section 46** if you dispute any Charges or Fees that are past due.

- 62. Are there other circumstances when Bell may suspend or disconnect my Services?** Yes. To the extent permitted by applicable law, Bell can cancel any Service or this Agreement upon a minimum of **30** days (**60** days' in Quebec, and Newfoundland and Labrador), prior written notice to you, including where Bell ceases to offer a Service to which you subscribe. Additionally, Bell can without notice and for cause, suspend, cancel or refuse to provide Bell Services to you (including blocking numbers or area codes), or disable your Device. Cause includes: **(a)** Bell would have to incur unanticipated, unaccounted for, unusual or unreasonable expenses to provide any Bell Service or third party service (such as certain conference services or service to high-cost areas); **(b)** Bell has a reasonable suspicion that fraudulent or other illegal activity has occurred or is likely to occur; **(c)** if your Prepaid account remains at **\$0** for **90** calendar days (or other applicable period) (note: you will also lose your mobile number and other identifiers); **(d)** your failure to comply with any part of the Agreement, including the Responsible Use Policy; **(e)** your use of Bell Services is not consistent with your ordinary usage patterns.
- 63. Will I be charged a Cancellation Fee if Bell disconnects my Services?** If Bell cancels your Bell Services for cause, a Cancellation Fee will be charged to your account.
- 64. Do I still have to pay Bell if my Services are suspended?** Unless you are told otherwise (for example, in circumstances set out in **Section 38**), you are responsible to pay for Charges (including Monthly Device Payments for Device Payment Customers) even while your Bell Services are suspended. If your Bell Services are suspended and the reason for suspension has not been resolved within **14** calendar days from the suspension date, Bell may cancel your Bell Services. If you wish to resume your subscription to your Bell Service, you must pay the applicable (re)connection Fee as set by Bell, plus applicable taxes. You are responsible for notifying any third-party providers of services, merchandise or information of the termination of the Bell Services or this Agreement.
- 65. Does any part of this Agreement continue after termination of my Services?** Yes. Rights and obligations which by their nature continue beyond termination will continue to survive and remain in effect after the applicable Bell Service or Agreement has been cancelled. This includes, but is not limited to, the following sections: **Sections 3-6** (Your Information and Communication Preferences), **Sections 41-50** (Billing and Payment), **Sections 51-54** and **66-69** (Warranties and Limitation of Liability), this **Section 65** and the Our Agreement Page.

## TERMS APPLICABLE TO CUSTOMERS IN QUEBEC

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- 66. Are there any warranties on the Bell Services?** Bell 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 Bell Services and does not guarantee that communications are private or secure.
- 67. Are there any warranties on Devices that I purchase from Bell?** Bell is not the manufacturer of your Device. Any Device purchased from Bell is subject to the manufacturer's warranty, which is valid typically for one year from the purchase date of your Device with your original receipt. Some Devices (including non-new Devices) may have a different warranty period. Please review the manufacturer's warranty provided with your Device or through the manufacturer's website to understand what protection it offers and the duration of the warranty. Unless otherwise expressly provided for by Bell in writing, Bell 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 Devices that you purchase, or otherwise acquire title to and ownership of, from Bell. For repairs to an iPhone Device covered by the manufacturer's warranty, contact Bell at **1 800 667-0123**. For all other Devices covered by the manufacturer's warranty, please visit the manufacturer's website or bring your Device to a designated Bell store with an assistance centre (visit [bell.ca/store\\_locator](http://bell.ca/store_locator)). Please visit [bell.ca/warranty](http://bell.ca/warranty) for additional information about warranties. If your Device is not covered by a manufacturer's warranty or Bell's Smart/Phone Care Plan, Bell may, but is not required to, arrange with the manufacturer on your behalf to repair an out-of-warranty Device and may charge you Fees plus applicable taxes for such repair Services, which you will be advised of before being charged.
- 68. How does Bell limit its liability? Bell's liability for damages is limited to payment, upon request, of a maximum amount of the greater of \$20 or an amount equal to the Charges for Services payable by you during any Service outage.**
- 69. Are there any circumstances when Bell has no liability at all?** Bell is not responsible for failing to meet obligations due to causes beyond its reasonable control, including **(a)** any law, order, regulation or direction of any government; **(b)** work stoppage, labour disputes and strikes (including those involving us and Our Companies); **(c)** failure of the public power grid; **(d)** unlawful acts; **(e)** your act or your failure to act in accordance with this Agreement; **(f)** the act or omission of a third party, including a telecommunications carrier whose network is used in establishing connection to a point which Bell doesn't directly serve; or **(g)** acts of nature and all other force majeure events. In addition, Bell is not responsible for circumstances described elsewhere in this Agreement where Bell has already stated it is not responsible.

**70. What if I am a Device Payment Customer living in Quebec?** The following may apply: Clause required under the Consumer Protection Act.

(Clause of forfeiture of benefit of the term)

Before availing oneself of this clause, the merchant must forward the consumer a notice in writing and a statement of account. Within **30** days following receipt of the notice and statement of account by the consumer, the consumer may:

- (a) either remedy the fact that s/he is in default;
- (b) or present a motion to the court to have the terms and conditions of payment prescribed in this contract changed;
- (c) or present a motion to the court to obtain permission to return the goods forming the object of this contract to the merchant.

If the consumer returns the goods to the merchant with the permission of the court, her/his obligation under this contract is extinguished and the merchant is not bound to return to the consumer the payments s/he has received from her/him. It is in the consumer's interest to refer to **sections 104 to 110** of the Consumer Protection Act (chapter P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur.

Clause required under the Consumer Protection Act. (Contract involving credit)

- (1) The consumer may cancel this contract without charge within **2** days following the day on which each party takes possession of a duplicate of the contract, except in the case of the sale of a new automobile of which the consumer has taken delivery.

To cancel the contract, the consumer must:

- (a) return the goods to the merchant or his/her representative if s/he received delivery of the goods at the time each party came into possession of a duplicate of this contract;
  - (b) forward a notice in writing for that purpose, or return the goods to the merchant or her/his representative if s/he did not receive delivery of the goods at the time each party came into possession of a duplicate of this contract.
- (2) The contract is cancelled, without further formality, as soon as the consumer returns the goods or sends the notice.
  - (3) As soon as possible after cancellation, the consumer and the merchant must return what they have received from one another.

The merchant shall assume the costs of restitution.

- (4) The merchant shall assume the risk of loss or deterioration, even by superior force, of the goods forming the object of this contract, until the expiry of the **2**-day period after the day the parties came into possession of a duplicate of the contract.
- (5) The consumer shall not cancel this contract if, as a result of any act or fault for which s/he is liable, s/he is unable to restore the goods to the merchant in the condition in which s/he received them.
- (6) The consumer may pay her/his obligation in whole or in part before maturity.

The balance due is equal at all times to the sum of the balance of the net capital and credit charges computed in accordance with the Act and the General Regulation made under the Act.

- (7) The consumer may, once a month and without charge, require a statement of account from the merchant; the latter must furnish or forward it to her/him as soon as possible and at the latest within **10** days of the receipt of the request.



In addition to the statement of account prescribed above, the consumer who wishes to pay the balance of his obligation before maturity, may, at all times and without charge, require a statement of account from the merchant; the latter must furnish or forward it to her/him as soon as possible and at the latest within **10** days of the receipt of the request.

It is in the consumer's interest to refer to **sections 73, 75 to 79 and 93** of the Consumer Protection Act (chapter P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur.

## General

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- 71. What if parts of this Agreement become unenforceable?** If any part of this Agreement becomes outdated, prohibited or unenforceable, the remaining parts will continue to apply to you and Bell. Remember that even if Bell does not enforce any part of this Agreement for any period of time, that part still remains valid and Bell can enforce it in the future.
- 72. What laws apply to this Agreement?** Because Bell is federally regulated, this Agreement is governed by the federal laws and regulations of Canada, including the Canadian Radio-television and Telecommunications Commission's Wireless Code of Conduct which sets out the basic rights of all wireless customers and can be found at [crtc.gc.ca](http://crtc.gc.ca), and any provincial laws (or portions thereof) which may apply to Bell in the province in which your Service is provided.
- 73. What if I have a complaint that Bell hasn't been able to resolve?** If you have a complaint that Bell's customer service department (contact information listed below) has been unable to resolve to your satisfaction, you can contact the Commissioner for Complaints for Telecom-television Services (CCTS): P.O. Box 81088 Ottawa, Ontario, K1P 1B1. Toll-free: **1 888 221-1687**. TTY: **1 877 782-2384**. Fax: **1 877 782-2924**. Email: [response@ccts-cprst.ca](mailto:response@ccts-cprst.ca). CCTS website information is at: [ccts-cprst.ca](http://ccts-cprst.ca).
- 74. Can this Agreement be transferred?** Bell may transfer or assign all or part of this Agreement (including any rights in accounts receivable) at any time. You may not transfer or assign this Agreement, your account or the Bell Services (including any unused feature allowance) without Bell's prior written consent.
- 75. Is this Agreement available in alternative formats?** Yes. You can request alternative formats through Bell's Accessibility Services Centre at [bell.ca/accessibility](http://bell.ca/accessibility), via email at [accessible@bell.ca](mailto:accessible@bell.ca), or Monday to Friday in your province/territory of residence between 8:30 a.m. and 5 p.m. at 310-BELL and ask for the Accessibility Services Centre. To contact the Accessibility Services Centre using a TTY in Ontario: **1 800 268-9242**, or in Quebec: **1 800 361-6476**.
- 76. What if I prefer this Agreement to be in French?** You are receiving this Agreement in English because you requested a copy in English. Vous avez demandé que cette entente ainsi que tous les documents en faisant partie soient rédigés dans la langue anglaise mais si vous souhaitez que votre entente soit en français, veuillez communiquer avec nous, aux coordonnées indiquées à la fin de ce document.

## Contact Information

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**We're here to help.** If you have any questions about your Bell Mobility Service or your Agreement, we'd be happy to help. Contact us anytime online at [bell.ca/mybell](http://bell.ca/mybell), or call **1 800 667-0123** Monday to Friday from 8 a.m. to 9 p.m. in your province/territory of residence and weekends 9 a.m. to 6 p.m. Our mailing address is: 5099 Creekbank Rd., Mississauga, ON L4W 5N2.

## SCHEDULE A: SMART/PHONE CARE

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The following terms only apply to you if you have signed up for a Smart/Phone Care plan ("SPC" or "SPC Plan") and are an active Bell Customer at the time you file a service request. For more information on Bell's SPC Plans, visit [bell.ca/smartphonecare](http://bell.ca/smartphonecare). This Schedule does not apply to residents of Manitoba or Saskatchewan.

- 1. How do I subscribe to an SPC Plan?** You can subscribe to an SPC Plan for protection of your eligible device (which may include a turbo stick, wireless phone, smartphone, premium smartphone, tablet, premium tablet, data-only device or wearable product) (each a “**Device**” for the purposes of this Schedule A) at time of activation or upgrade, or you may sign up at a Bell store or The Source within **30** calendar days of your start date. Bell may allow you, in its own discretion, to sign up for SPC once this period has elapsed. A visual inspection of the Device may be required because previously damaged Devices are not eligible for the SPC Plan. Once you have signed up, a phone call from or to the Device must be made (or for turbo sticks, tablets, premium tablets, wearable products and data-only devices, a minimum of **1** kilobyte of data must be transmitted) for SPC coverage to begin (“**Protected Device**”). If you meet the applicable eligibility requirements, Bell may allow you to pool your SPC Plan coverage for multiple Protected Devices on the account to receive a discount on your SPC Plans’ monthly charges (the “**Multi-Device Discount**”). Note that SIM Cards do not form a part of the Protected Device and SPC coverage will not apply to a device in which a SIM Card is inserted even if that SIM Card was originally associated with a Protected Device.
- 2. How does SPC offer protection?** If your Protected Device suffers an operational or structural failure due to defects in parts or workmanship which does not fall under one of the Device Coverage Hardware Exclusions set out in the Smart/Phone Care Protection Details table below after the first **12** months of the manufacturer’s limited warranty (“**Failure**”), and/or is lost, stolen or is affected by one of the other events set out in the Device Hardware Coverage Inclusions described in the Smart/Phone Care Protection Details table below, then Bell will replace it with a Device of comparable kind and quality (“**Replacement Device**”) so long as you: **(a)** have not yet exceeded the maximum number of replacements of your Protected Device(s) (as set out in the Smart/Phone Care Protection Details table below); **(b)** file a service request within **30** calendar days of the Failure; **(c)** provide proof of purchase of the Protected Device; **(d)** provide identification as requested; **(e)** provide an affidavit, as requested; and **(f)** pay the required applicable Fees as set out below in the Smart/ Phone Care Fees table. **Bell makes no promise, representation or warranty that any Replacement Device will be new, identical or offer the same functionalities as the Protected Device being replaced.** However, if the Replacement Device you are given (which may be new or refurbished) is a different model than the Protected Device that has suffered a Failure, then Bell will also replace the battery and/or charger used with your Protected Device. Replacement Devices will not exceed **\$1,500** retail price per replacement even if the retail price of the Protected Device is higher.
- 3. What happens if my Protected Device suffers a failure during the original 12 month manufacturer’s warranty period?** If **(a)** the failure happens within the first **12** months of you activating the Protected Device on the Bell network; and **(b)** the failure is due to defects in parts or workmanship, then the manufacturer’s warranty will apply and Bell will not replace the Protected Device under your SPC Plan. Instead, you must return the Protected Device to be serviced by the manufacturer under the terms of the manufacturer’s warranty. See **Section 52 (Section 67 for Quebec Customers)** of the Terms of Service for additional information.
- 4. When will I receive my Replacement Device if my service request is approved?** If your service request is approved, the Replacement Device will be shipped to you by mail (typically, within **2 to 10** business days), or you may be required to pick up the Replacement Device at a retail location in your area. You must accept delivery of the Replacement Device within **30** calendar days of Bell having shipped it to you or else Bell will close your Replacement Device request.
- 5. Will I be charged a Fee for my Replacement Device?** Yes. You will be charged a non-refundable fee (“**Service Replacement Fee**”) for each approved Replacement Device which may vary depending on the type of Protected Device you are replacing. Service Replacement Fees are lower than the full retail value of the Protected Device. See the Smart/Phone Care Fees table below for your applicable Service Replacement Fee.
- 6. Does my Replacement Device come with a manufacturer’s warranty?** The Replacement Device immediately becomes the Protected Device, and it is warranted to be free of defects in parts and workmanship for a period of **90** calendar days from, the date it is shipped to you (“**Replacement Device Warranty Period**”). If, during the Replacement Device Warranty Period, the Replacement Device fails to operate due to defects in parts or workmanship, it will be replaced with a further replacement device of comparable kind and quality and such further replacement will not be subject to a Service Replacement Fee nor will it be counted toward the maximum Replacement Devices you are entitled to as described in **Section 8** below.
- 7. What happens if I return my Protected Device to Bell and Bell decides the failure is excluded from coverage?** If Bell decides the Protected Device did not suffer a Failure or the failure is not protected by your SPC Plan, then we’ll let you know in writing. You will also have to pay the Non-Covered Service Fee as set out in the Smart/Phone Care Fees table below. See the Smart/Phone Care Protection Details table for a list of excluded Failures.

8. **Is there a maximum number of replacements for a Protected Device under my SPC Plan?** Yes. Once you have completed the maximum number of replacements of your Protected Device(s) as described under "**Replacement Device Max**" in the Smart/Phone Care Protection Details table below (not including replacements as a result of Failure during the Replacement Device Warranty Period), your SPC Plan(s) for such Protected Device(s) will be cancelled. Upon cancellation, Bell will discontinue all subsequent monthly charges for the cancelled SPC Plan(s) on your account. For Protected Devices covered under the Multi-Device Discount, your pooled SPC Plan coverage will automatically renew upon the earlier of **(a)** the start date for SPC Plan coverage subscription for a new Device under the account; and **(b) 24** consecutive months elapsing from the date of order confirmation for your first Replacement Device.
9. **What do I do with the Protected Device that is being replaced?** The Protected Device that is being replaced (other than a Protected Device being replaced due to loss or theft) must be returned to Bell in the return mailer included with your Replacement Device within **5** business days of you receiving the Replacement Device. You can call Bell at: **1 866 213-2143** to request a prepaid return mailer, if misplaced. The Protected Device that is replaced becomes property of Bell and may not be activated on the Bell networks or on any other wireless network. You assign to Bell all rights and benefits of any manufacturer's warranty or other coverage relating to the Protected Device that is replaced. You are also responsible for first backing up any personal information and content contained on the Protected Device which you want to preserve and then deleting such personal information and content (by resetting your Device to factory settings) prior to giving your Device to Bell (visit [support.bell.ca](http://support.bell.ca) for instructions).
10. **What happens if I don't return to Bell the Protected Device that is being replaced, or I return the Protected Device with my content and syncing software or activation lock still enabled?** You will have to pay either the non-return fee ("**Non-Return Fee**") or the sync software/unlocking fee ("**Sync Software/ Unlocking Fee**") as applicable and as set out in the Smart/Phone Care Fees table below, which varies depending on the Protected Device.
11. **What if I receive a Replacement Device under my SPC Plan due to loss or theft of my Protected Device and I find or recover the Protected Device later?** You must return the recovered Protected Device to Bell immediately. The Protected Device that has been replaced becomes the property of Bell and may not be activated on the Bell networks or any other wireless network. Follow the instructions in **Section 9** of this Schedule or you can call **1 866 213-2143** for more information.
12. **How does Bell bill me for my chosen SPC Plan?** The monthly charge for the SPC Plan you selected (plus applicable taxes) will appear on your monthly bill for your Bell Services. Other applicable Fees related to your SPC Plan (for example, Non-Return Fees, Service Replacement Fees, or Non-Covered Service Fees (as set out below) plus applicable taxes) might be added to your monthly bill or Bell may decide to collect such Fees from you before providing you with any Replacement Device.

	Smart/Phone Care Fees*
<b>Service Replacement Fee</b>	<b>\$50 to \$399</b> – Fee varies depending on Device model chosen
<b>Non-Covered Service Fee</b>	Applies if Failure determined to be excluded from coverage. <b>\$100</b> – wireless phone or turbo stick <b>\$300</b> – smartphone, tablet or wearable product <b>\$400</b> – premium smartphone, premium tablet or premium wearable product
<b>Non-Return Fee</b>	Applies if Protected Device is not returned (excludes Lost or Stolen devices). <b>Protected Devices – Original Device or Refurbished Replacement Device:</b> <b>\$100</b> – wireless phone or turbo stick <b>\$300</b> – smartphone, tablet or wearable product <b>\$400</b> – premium smartphone, premium tablet or premium wearable product <b>Protected Devices – New Replacement Device:</b> Full retail price
<b>Sync Software/ Unlocking Fee</b>	Applies if Protected Device is returned with content and sync software (such as Find My iPhone) and activation lock are enabled. <b>\$300</b> – smartphone, tablet or wearable product <b>\$400</b> – premium smartphone, premium tablet or premium wearable product

	Smart/Phone Care Protection Details*
<b>Device Hardware Coverage Inclusions</b>	(a) Defects in parts and workmanship beyond original manufacturer's warranty; (b) accidental damage (including liquid); (c) power surge; (d) loss or theft; and/or (e) normal wear and tear.
<b>Device Hardware Coverage Exclusions</b>	(a) Incidental or consequential damages; (b) any failures caused by any act of God or any other cause beyond the control of Bell, the manufacturer of the Protected Device or any other person or entity, including but not limited to, war, acts of public enemy or terrorist, labour difficulties and/or acts of government; (c) abuse, misuse or intentional acts; (d) pre-existing Failures prior to subscribing to SPC; (e) Failures that occur within the first twelve (12) months of the date the Protected Device is activated on the Bell network and which are due to defects in parts or workmanship; (f) changes or enhancements in colour, texture, finish, expansion, contraction, or any cosmetic damage to Protected Device (whatever the cause), including but not limited to, scratches that do not affect the mechanical or electrical function of the Protected Device; (g) Failure of the Protected Device caused by computer viruses or similar unauthorized codes or programming; (h) contraband or any property transported or traded illegally; (i) any property sent to you from anyone other than Bell; (j) routine maintenance and consumable items (for example, batteries); (k) battery chargers (except that one standard charger will be provided with Replacement Device if the Replacement Device is a different model than the Protected Device or if the charger has also failed); (l) antennas; (m) SIM Card; and (n) any accessories.
<b>Device Software Coverage Exclusions</b>	Device software and the below software-related scenarios are excluded from coverage and not protected by your SPC Plan: (a) assistance with network coverage issues, such as dropped calls/data interruptions; (b) over-the-air updates to operating systems, firmware, or other software; (c) modification of Original Equipment Manufacturer ("OEM") software; (d) installation of third-party software or OEM drivers not supported by the Protected Device; (e) computer setup, support or repair; (f) home or wireless router/modem or network setup, support or repair; (g) peripheral setup, support or repair; (h) installation of non-sanctioned applications; and (i) data migration from phone to phone or computer to computer.
<b>Replacement Device Max</b>	For accounts without the Multi-Device Discount, you may obtain a maximum of <b>2</b> Replacement Devices per Protected Device.  For accounts with the Multi-Device Discount, you may obtain a maximum of <b>5</b> Replacement Devices, in total, for <b>3</b> Protected Devices (with <b>1</b> additional Replacement Device available for each additional Protected Device on the account).  Each Replacement Device shall have a maximum value of <b>\$1,500</b> .
<b>Replacement Device Warranty</b>	<b>90</b> days from date Bell ships Replacement Device to you
<b>Replacement Device Coverage</b>	Yes – SPC automatically continues and applies to your Replacement Device

\*Applicable taxes extra. A complete list of eligible Devices, along with the monthly charge for each SPC Plan, is available at [bell.ca/smartphonecare](http://bell.ca/smartphonecare) or in Bell stores and The Source.



**Are there any rules regarding my use of Bell Services, the Bell networks or my Device?** Yes. Bell encourages all of its Customers to use the Bell Services responsibly. Abuse or misuse of Bell Services, the Bell networks, or Devices impacts all Customers and is something Bell takes very seriously – **and which could result in the termination of your Agreement with Bell, or lead to criminal or civil charges.** Bell may immediately suspend, restrict, change or cancel all or part of your Services and modify or deactivate your Device without notice or take other necessary protective measures if Bell has reasonable grounds to believe there is a breach of any of these provisions. For example, you are strictly prohibited from:

- (a) using, enabling, facilitating, or permitting the use of any Bell Services or your Device for an illegal purpose, criminal or civil offence, intellectual property infringement, harassment (including cyberbullying, cybercrime, disruptive, intimidating, annoying or offensive calls/transmissions), or in a manner that would breach any law, regulation or the policies of any Internet host;
- (b) installing, using or permitting the use of any Bell Services without reading and accepting (or in contravention of) the terms of any separate license agreement or terms of use for the use of software, content (including Bell Content) and/or documentation (as applicable) in connection with the Bell Services;
- (c) enabling, facilitating or permitting the transmission of unsolicited messages such as spamming or phishing. Bell may (i) filter any message determined by Bell to be spam from your in-box to an anti-spam folder and delete this message; and (ii) set a limit on the number of messages a Customer may send or receive through email;
- (d) uploading or downloading, making available, transmitting, posting, publishing, disseminating, receiving, retrieving, storing, linking to or otherwise reproducing, offering, distributing, enabling or providing access to information, software, content, files or other material which: (i) is confidential or protected by copyright or other intellectual property rights without prior authorization of the rights holder(s); (ii) is defamatory, discriminatory, violent, obscene, child pornography or hate propaganda; (iii) constitutes invasion of privacy, impersonation, forging, appropriation of identity or unauthorized linking or framing; or (iv) is designed to assist users in defeating technological protection measures (like geoblocks), registration and any other anti-theft mechanisms or in the fraudulent use of telecommunications or broadcasting services;
- (e) using or purchasing any Bell Service for the purpose of reselling, remarketing, transferring without Bell's consent or receiving any fee or other benefit for the use of any Bell Service. If you engage in any of these activities, you will pay in full all fees billed to you at the lesser of **\$30** per megabyte plus applicable taxes or such other amount which Bell reasonably estimates as its liquidated damages. This fee is not a penalty. Your payment of these charges does not affect Bell's right to claim any additional amounts from you, including through court proceedings, that may reflect Bell's other losses as a result of your engaging in any of the prohibited activities described above;
- (f) attempting to receive any Bell Service without paying the applicable Charges or Fees, modifying or disassembling your Device (including the alteration, copying, reproduction of or tampering with electronic serial numbers, IMEI or other identification, signaling or transmission functions or components of your Device), changing any identifier issued by Bell or a Bell company, attempting to bypass Bell's network, or rearranging, disconnecting, removing, repairing or otherwise interfering with Bell Services, Bell equipment or Bell's facilities;
- (g) excessive use of Bell Services. Bell considers that data usage in excess of **25** GB per billing cycle is disproportionate and excessive for network management purposes. Customers whose wireless usage exceeds this threshold may, in Bell's sole discretion, have their Services suspended, disconnected, changed or restricted, including having data speeds reduced to as low as **16** kbps;
- (h) adapting, reproducing, translating, modifying, decompiling, disassembling, reverse engineering or otherwise interfering with any software, applications or programs used in connection with Bell Services (whether owned by or used under licence to Bell) for any purpose including "testing" or research purposes; or modifying, altering, or defacing any of the trade-marks, or other intellectual property made available through Bell Services or using any indemnity or intellectual property except for the express purpose for which such intellectual property is made available to you through Bell Services;
- (i) posting or transmitting any content, data or software containing a virus, "cancelbot", "Trojan horse", "worm" or other harmful or disruptive component or committing any act which may compromise the security of your Internet host in any way (including analyzing or penetrating a host's security mechanisms); and
- (j) using harassing or abusive language or actions, whether verbal, written or otherwise, directed at Bell employees, suppliers, agents and representatives.



## COMMITMENT TO PRIVACY

Our Companies<sup>1</sup> are committed to maintaining the privacy, accuracy and security of your Personal Information. Under Bell's Privacy Policy, "**Personal Information**" is information about you as an identifiable individual that is protected by law. This Commitment to Privacy is a summary of our Privacy Policy and highlights important points that may be of interest to you.

1. **What information does our Privacy Policy apply to?** All Personal Information that we collect, use or disclose about our individual customers and authorized users is covered by our Privacy Policy. This may include information such as your name, mailing address, email address, phone number, credit information, and billing or service records. There are some exceptions created by applicable law to what might ordinarily be considered Personal Information.
2. **When do the Companies collect personal information?** We collect information during the inquiry, activation or purchase process for a product or a service, when we provide service to you (including technical support or during the warranty/repair claims and service process), automatically when you use our products or services or visit our websites, call into a call centre and via security cameras when you shop in one of our corporate retail locations and also from third-parties, such as credit reporting agencies or other third-parties with whom you have had a payment relationship.
3. **How do the Companies use my Personal Information?** We collect information to:
  - establish and maintain responsible commercial relations with you and to provide ongoing service;
  - try to understand the needs and preferences of our customers, and determine your eligibility for products and services;
  - recommend products and services to meet your needs;
  - develop, enhance, market or provide products and services;
  - manage and develop our business and operations; or
  - meet our legal and regulatory requirements.
4. **When is my Personal Information disclosed?** Your Personal Information may be shared among the Companies and brands, including Virgin Mobile Canada and The Source. We may disclose your Personal Information in a variety of circumstances and for the purposes set out within our Privacy Policy, such as when we have your express or implied consent. Where necessary, we will request your further consent before disclosing your Personal Information for any new purpose(s).
5. **How is my Personal Information protected?** We use appropriate technical and operational security safeguards which vary depending on the sensitivity of the Personal Information in question. All of our employees with access to Personal Information are required to respect the confidentiality of Personal Information. Personal Information we disclose to third-parties is governed by our Privacy Policy through comparable protections in our commercial agreements and is also protected by additional safeguards, if required, depending on the sensitivity of the Personal Information involved.
6. **Can I opt-out of the collection, use or disclosure of my Personal Information by the Companies?** Sometimes. You can opt-out of your Personal Information being used for a variety of marketing communications by us, including telemarketing or addressed marketing mail, or commercial electronic messages like emails and SMS messages. But where your Personal Information is reasonably necessary to provide you with the services you requested or the operation of our network, you cannot continue to use the services and opt-out of the collection, use and disclosure of your Personal Information because it is a condition of services. In these circumstances, you must terminate your services to stop the collection, use and disclosure of your personal information.
7. **Where can I find a copy of the Privacy Policy?** You can get a copy of our Privacy Policy online at: [bell.ca/privacy](https://bell.ca/privacy) or by contacting the Bell Privacy Office using the contact information provided below. Please also visit our privacy pages at [bell.ca/privacy](https://bell.ca/privacy) for additional information.
8. **Questions or concerns about our privacy practices?** If you still have unresolved privacy concerns you can contact us at the number shown on your bill. If a service representative cannot address your concerns to your satisfaction, contact the Bell Privacy Office at:

160 Elgin St., Ottawa ON K2P 2C4 or by email at [privacy@bell.ca](mailto:privacy@bell.ca).

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<sup>1</sup> In this Commitment to Privacy, the words "we", "us", "our" and "Companies" refers to the Bell family of companies and brands as they exist over time, including: AAA Security, Bell Aliant, Bell Canada, Bell ExpressVu LP (Bell Satellite TV), Bell Media, Bell Mobility, Bell MTS, Cablevision du Nord, DMTS, KMTS, NorthernTel, Ontera, Solo Mobile and Télébec.