

SERVICE AGREEMENT – BELL INTERNET PORTABLE SERVICE

Notice: This service agreement was last updated on January 31, 2010. If you are not reading this agreement online, please check www.bell.ca/agreements, for the most current service agreement.

READ CAREFULLY. THE SERVICE AGREEMENT IMPOSES OBLIGATIONS UPON YOU.

1. General. The Bell Internet Portable service (the "**Portable Service**") is a broadband wireless Internet service further described in Sections 6 and 7 below, provided by Bell Canada (and/or its affiliates, agents and suppliers) in Alberta, British Columbia, Ontario and Quebec and Bell Aliant Regional Communications, Limited Partnership ("**Bell Aliant**") (and/or its affiliates, agents and suppliers) in New Brunswick, Newfoundland and Labrador, Nova Scotia, Prince Edward Island and certain regions of Ontario and Quebec (each of Bell Canada and Bell Aliant are referred to herein, as applicable, as "**Your Service Provider**").¹ The Portable Service will be provided to you throughout the duration of the Service Agreement (defined below), which includes your Initial Service Period (defined in Section 3), if any, and continues after the end of the Initial Service Period as further described in Section 4, until you give Your Service Provider notice of termination in accordance with Section 4 or until Your Service Provider terminates the Service Agreement as permitted herein (the "**Term**"). Your Service Provider may offer to you certain optional services, including without limitation safety and security features and communications tools, for use in connection with the Portable Service ("**Value-Added Services**"). For the purposes of the Service Agreement: (i) "**Service**" means, collectively, the Portable Service and any Value-Added Service(s) that are available and that you have selected and are receiving; and (ii) "**you**" or "**yours**" means and refers to you, the subscriber to the Service, and every person that you authorize to use the Service.

This service agreement is a binding agreement between you and Your Service Provider and it is deemed to include, and incorporates by reference, the Acceptable Use Policy (set out at the end of this document), any anti-spam related documents and agreements, any applicable Software License Agreement(s) (as defined in Section 20) for any software provided to you in connection with the Service, any pre-authorized payment form, any invoice terms, order form, any verification of order form, any additional terms and conditions applicable to the Value-Added Services ("**Value-Added Services Terms and Conditions**") and any additional terms, conditions, policies, practices, agreements and documents which may be referenced herein or therein, provided to you in connection with the Service or to which you may be directed when registering for, installing or using the Service, each as they may be amended or provided to you from time to time (collectively, the "**Service Agreement**"). For greater certainty, if you purchase a Bell Modem Kit (as defined in Section 20), your use of the Bell Modem Kit will be subject to the terms and conditions provided in this document and in the Bell Internet Portable service Equipment Terms of Sale ("**Equipment Terms of Sale**"). The Service Agreement will constitute the entire agreement and understanding between you and Your Service Provider with respect to the provision of the Service and supersedes and replaces all prior agreements, understandings and representations, written or oral, regarding the Service. With respect to the Portable Service, unless expressly stated otherwise, to the extent of any conflict or inconsistency between Sections 1 through 24 (inclusive) of this document and any other document forming part of the Service Agreement, Sections 1 through 24 (inclusive) of this document will prevail. With respect to the Bell Modem Kit and any related service, unless expressly stated otherwise, to the extent of any conflict or inconsistency between the Equipment Terms of Sale and any other document forming part of the Service Agreement, the Equipment Terms of Sale will prevail. With respect to the Value-Added Services, unless expressly stated otherwise, to the extent of any conflict or inconsistency

¹ Note: If you reside in Ontario or Quebec you can determine if you are a customer of Bell Aliant by visiting www.bell.ca/bell.aliant.

between any Value-Added Services Terms and Conditions and any other document forming part of the Service Agreement, the Value-Added Services Terms and Conditions will prevail.

The Service Agreement sets out duties and responsibilities associated with providing you with the Service through a designated account (the "**Account**"). You are solely responsible for all access to and use of the Service through your Account, including any breach of the Service Agreement, by you or any user of your Account. If you do not wish to be bound by the terms and conditions of the Service Agreement, and pay the fees, charges, taxes and expenses associated with the Service, you may not access or use the Service.

2. Conditional Use of the Service. By accessing and using the Service, or otherwise agreeing to be bound by any of the terms and conditions of the Service Agreement, you agree to be bound by the terms and conditions contained in the Service Agreement, including without limitation the provisions regarding fees, charges and expenses herein, and you further agree to comply with and use the Service in accordance with the Service Agreement (including the Acceptable Use Policy) and all applicable laws. Without limiting the foregoing, you may not sell, market, provision, resell, re-market, directly or indirectly transfer, distribute or in any way exploit any portion of the Service. Furthermore, you may not use the Service or the Service Modem (as defined in Section 20), or permit, assist or allow the Service or the Service Modem to be used, for any abusive purpose or in any way that damages Your Service Provider's property or interferes with or disrupts the Service, Your Service Provider's network or other users. You agree to indemnify and hold Your Service Provider, its affiliates, agents, authorized contractors and suppliers, harmless from all liabilities and expenses related to any violation of the Service Agreement by you or any user of your Account, or in connection with your or their use of the Service or the Service Modem.

3. Fees and Charges. You agree that the Service is provided to you subject to your payment of, and you will pay, the monthly service rates, any applicable usage charges, activation fees and any other fees and charges, including without limitation, portability charges, as further described in Section 12, if any, together with all applicable taxes and charges, identified or made available to you upon placing your order for the Service or as otherwise identified or made available to you by Your Service Provider from time to time (collectively, the "**Service Fees**"), which Service Fees may be amended by Your Service Provider from time to time. For current rates and fees, please go to www.bell.ca/internetaccess. Please note that rates and fees posted on the above-mentioned website do not include applicable taxes. Service Fees and charges for partial months of Service use will be prorated, except upon cancellation of the Service by you.

If your subscription to the Service is subject to an initial commitment period of 12 months or longer, within the Term, as selected by you upon subscribing to the Service or from time to time thereafter (the "**Initial Service Period**"), a portion of your Service Fees otherwise owing in consideration of the Service provided by Your Service Provider during the Initial Service Period may be discounted or deferred during the Initial Service Period. If, however, during the Initial Service Period, you cancel the Service or Your Service Provider terminates for your breach of this Service Agreement, you shall pay to Your Service Provider an additional amount of \$100 (or such other amount identified to you prior to your subscription to such contracts), plus all applicable taxes, in respect of the Service provided by Your Service Provider during the Initial Service Period. Your Service Provider may waive the discounted or deferred Service Fees if during the Initial Service Period you migrate to another Bell Internet service offered by Your Service Provider with monthly fees no lower than those associated with the Service you originally subscribed to and for a duration at least as long as your original Initial Service Period.

In the event Your Service Provider fails to bill you or underbills you for a charge, you will not be responsible for paying the previously unbilled or underbilled charge except where you are correctly billed within a period of one (1) year from the date the charge was incurred.

Invoices for the use of the Service are issued monthly and are available by accessing the View Bill Online in the Customer Self Care Site at www.bell.ca/myinternet. Unless otherwise stated, the total amount is due and payable on the bill date. Unless otherwise stated, a late payment charge at the rate of 2% per month (26.82% per annum), which rate is subject to change by Your Service Provider from time to time, will be applied from the bill date when payment has not been received by Your Service Provider within thirty (30) days of the bill date.

You have the option to pay for the Service by credit card or by pre-authorized payment acceptable to Your Service Provider. By providing such information, you expressly, absolutely and irrevocably authorize Your Service Provider to charge your credit card (and any replacement credit card) or use the pre-authorized payment method to collect any outstanding amounts owing during the Term under the Service Agreement or under any other agreement with Your Service Provider, or otherwise owed to Your Service Provider.

It is your responsibility to ensure that the billing information that you provide to Your Service Provider, including your address and credit card or bank account information, remains current at all times. You agree to notify Your Service Provider of any changes to your billing information. If Your Service Provider discovers that:

- i. your credit card is not valid or your bank account is closed;
- ii. you have revoked Your Service Provider's authorization to make withdrawals; or
- iii. Your Service Provider cannot reach you or access your monetary funds to get paid for the Service provided,

Your Service Provider will be entitled to terminate the Service Agreement or suspend the Service, upon which termination or suspension you will become liable for all applicable termination fees and other fees and charges hereunder.

In order to offset its additional processing costs, Your Service Provider may bill you for administrative charges as set from time to time for administrative or account activities, including collection efforts due to non-payment or to having a balance over your credit limit; returned or rejected payments; changes in personal identifier information; or suspension, disconnection or reactivation of Services. All administrative charges charged to you are part of the Service Fees you owe to Your Service Provider under this Service Agreement.

4. Cancellation or Termination of the Service. Your order for the Service will be confirmed and you will have entered into a binding contract with Your Service Provider when: (i) you submit your order for the Service and it is received and confirmed by Your Service Provider by email or other method; or (ii) your phone order for the Service is confirmed by Your Service Provider by email or other method; provided however that Your Service Provider in its sole discretion may reject any order for the Service described in either of (i) or (ii) within ten (10) business days from the submission of your order for the Service. If you wish to cancel your order, please call 310-SURF (310-7873) if you are located in Ontario or Quebec or 1-866-716-8402 if you are located outside of Ontario or Quebec.

Once activated, the Service may be cancelled by you by calling Your Service Provider at the number listed in the preceding paragraph. If you cancel your Service, your charges will not be pro-rated for the billing period in which you cancel, and your Account will be terminated thirty (30) days from the date of notice of cancellation to Your Service Provider. Your Account will be charged the regular Service Fees, the discounted or deferred Service Fees (as set out in Section 3 above), if any, and other applicable fees and charges, plus all applicable taxes, for that 30-day termination period.

If you cancel the Service prior to the end of the Initial Service Period as a result of a material change in the Service, the discounted or deferred Service Fees (as set out in Section 3 above) will be waived by Your Service Provider. For greater certainty, changes to Service Fees are not material changes to the Service.

Until cancelled or terminated as provided in the Service Agreement, the Term and the Service Agreement will continue. Following the expiry of any Initial Service Period, the Service Agreement will automatically renew for successive terms of a duration to be determined by Your Service Provider, in its sole discretion, and communicated to you in advance, at the then-applicable monthly rate until cancelled or terminated as provided herein.

5. Termination and Account Suspension by Your Service Provider. Your Service Provider, in its sole discretion, may terminate the Service Agreement upon thirty (30) days notice, or suspend the Service at any time upon notice to you. Your Service Provider, in its sole discretion, may (a) charge additional service fees, (b) cancel, suspend or restrict the Service and your Account (without any reduction in your monthly Service Fees applicable to the Service), or (c) terminate the Service Agreement, at any time without notice, if:

- i. the operations or efficiency of the Service is impaired by the use of your Account or the Service;
- ii. any amount is past due from you to Your Service Provider; or
- iii. there has been or is a breach of any term or condition of: (A) the Service Agreement or of any document or policy forming part thereof, including without limitation the Acceptable Use Policy, by you or any third party; or (B) the Equipment Terms of Sale, by you or any third party.

If Your Service Provider terminates for any of the reasons above, you may be charged the discounted or deferred Service Fees set out in Section 3. If your Account is suspended and the outstanding problem has not been resolved within eight (8) days from the date of suspension, the Service may be discontinued, in which case the then-applicable activation fee, if any, will apply if you wish to resume your subscription to the Service.

Your Service Provider will have no responsibility to notify any third party providers of services, merchandise or information of the termination, discontinuance or suspension of your Account, the Service or the Service Agreement, as the case may be. Termination of the Service Agreement or suspension or discontinuance of your Account and Service will not relieve you from any Service Fees, Service Charge, any discounted or deferred Service Fees (as set out in Section 3), or other applicable fees and charges, owing or other liability accruing hereunder prior to the time that such termination, discontinuance or suspension becomes effective.

6. The Service. The service plan you subscribe to is the particular broadband wireless service plan identified to you upon your placing an order with Your Service Provider. The Service, which is subject to change in accordance with Section 9, includes:

- i. a broadband wireless Internet connection;
- ii. one (1) dynamic IP address;
- iii. the email package described below; and
- iv. a fixed gigabyte per month amount of combined download (from the Internet to you) and upload (from you to the Internet) bandwidth activity, such fixed gigabyte amount being identified to you upon placing your order for the Service or as otherwise identified to you by Your Service Provider from time to time.

Additional charges identified to you upon placing your order for the Service or as otherwise identified to you by Your Service Provider from time to time may apply for any bandwidth activity that exceeds the applicable fixed amount. It is your responsibility to monitor and manage your monthly download and upload bandwidth activity.

Email:

You will have access to the Bell Mail service. You will be required to use Windows Live™ ID (formerly known as Microsoft™ Passport) in conjunction with the use of your email. Use of Windows Live™ ID (formerly known as Microsoft™ Passport) is governed by its own terms of use, which terms of use are located at www.bell.ca/agreements. It is your responsibility to ensure that you review and agree to such terms of use.

Technical Support:

The Service will include general telephone technical support, available twenty-four (24) hours a day, seven (7) days a week.

Questions and problems arising from the operation and use of software and hardware, other than in relation to the basic connectivity to the Service through supported browsers and supported email software on systems meeting the minimum system requirements, are outside the scope of the foregoing technical support and any such out-of-scope support will be provided only in Your Service Provider's sole discretion. From time to time, Your Service Provider may refer you to third parties and third party websites, including without limitation for training, support, maintenance, hardware and software. You understand and agree that all such references are provided as a courtesy only, are without guarantee, are used at your sole risk, and that Your Service Provider, together with its affiliates, agents, authorized contractors and suppliers, will not be liable for, and hereby disclaims all liability for, such referrals, third parties and their websites, products and services and any damages arising therefrom.

7. Service Availability. The Service may not be available for use in certain areas and is only available for use in areas and circumstances where the technology permits. The Service is not intended for mobile use. The Service will not be made available in Manitoba or Saskatchewan. You acknowledge and agree that it is difficult for Your Service Provider to predict whether the Service will work in your particular area and/or circumstances of use. Service access location lists and/or maps may be updated from time to time. Actual Service coverage, locations and quality may vary. Performance and availability of the Service may depend on a variety of factors, including without limitation, the location of the Service Modem within a building (for example, in a basement) in the Place of Primary Use (as defined in Section 12) or some other location within the footprint of Your Service Provider's network, the nature of the structure and the weather. Due to the nature of the technology used to provide the Service, Your Service Provider reserves the right to deem the Service unavailable to you up to, including, and after the Service has been installed, activated, or used. Your Service Provider assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of the Service in your Place of Primary Use or any other places of use, or otherwise, even where such unavailability occurs after installation, activation, or use of the Service. In order to receive the Service outside the Place of Primary Use, you will be required, at a minimum, to set up the Equipment (as defined in Section 20) with access to an electrical outlet and within the footprint of Your Service Provider's network.

8. Minimum System Requirements and Your Equipment. It is your responsibility to ensure that your computer system, including without limitation any third-party equipment or software used to receive the Service, meets the current minimum system requirements made available to you by Your Service Provider and indicated at www.bell.ca/minreq, as being necessary to use the Service. The Service does not include the provision of an Internet browser. It is your sole responsibility to obtain one that meets the current minimum system requirements. Your Service Provider makes no representation, warranty or covenant that any future modifications to the Service will be compatible with the Equipment or any other equipment or software. From time to time, the minimum system requirements may change, and you will be duly notified of any such change in accordance with Section 9. Accordingly, unless you update

your equipment or software, or in some cases, purchase new or additional equipment or software, your current equipment or software may cease to be adequate to access and receive the Service. In such event, your sole remedy will be to terminate the Service Agreement in accordance with Section 4.

9. Changes; Amendments. To the extent permitted by applicable law, Your Service Provider may modify the Service, this Service Agreement, including any other document that forms part thereof, at any time and from time to time, with or without your consent or authorization, including but not limited to modification or amendment of the Service Fees or modification, amendment or termination of any Service feature. Your Service Provider will notify you of any amendment or change to this Service Agreement or of any material change to the Service in advance by posting notice of such change at www.bell.ca/agreements, by sending you notice via email (if you have a Bell Internet email address, to your Bell Internet parent email address or if accepted by Your Service Provider, to another email address provided by you to Your Service Provider, in which case it is your responsibility to ensure that such email address remains current at all times) or by using any other notice method that will likely come to your attention, including via postal mail to your Place of Primary Use. You agree to go to www.bell.ca/agreements periodically and to review the Service Agreement to be aware of such modifications. Nothing in the Service Agreement will be construed as obligating you to accept receipt of the Service after any change is made to the Service or the Service Agreement; however, to the extent permitted by applicable law, your sole remedy in the event that you do not wish to accept such change will be cancellation of the Service (and termination of the Service Agreement) including the payment of any discounted or deferred Service Fees (as set out in Section 3) or other charges that may apply.

Should you continue to use the Service after such change is effective, to the extent permitted by applicable law, such use will be deemed to be your acceptance thereto and you expressly agree that no additional written agreement or express acknowledgement will be required to accept such change.

Your Service Provider may, in its sole discretion and without your consent, update your Service Modem (including the Service Modem software) migrate you to other services, service providers, networks or platforms or change its suppliers as and when Your Service Provider determines that it is necessary. This may include the assignment of the Service Agreement to a third party. Without limiting the generality of the foregoing, Your Service Provider may at any time and from time to time effect any such migration, change or assignment as deemed necessary by Your Service Provider in its sole discretion, including without limitation in order to maintain, upgrade or enhance the performance of the Service and other deliverables provided to you hereunder, to ensure continuity of the Service and the integrity of Your Service Provider's network, and/or to comply, as necessary, with manufacturers' requirements or for any other reason as Your Service Provider may determine. You expressly agree that any such migration, change or assignment does not constitute amendment or material change to the Service Agreement or to the Service.

You agree that you cannot change the Service Agreement and that no customer service representative or sales representative of Your Service Provider is authorized to vary the terms of the Service Agreement in any way, verbally or in writing, unless specifically approved in writing by Your Service Provider.

10. Loss or Theft. It is your responsibility to notify Your Service Provider immediately at 310-SURF (310-7873) if you are located in Ontario or Quebec or 1-866-716-8402 if you are located outside of Ontario or Quebec, if your Equipment is lost, stolen or destroyed. You are responsible for replacing the Equipment at your own cost and for all fees and charges incurred as a consequence of loss, theft or destruction of such Equipment.

11. Performance Levels. To the extent permitted by applicable law, Your Service Provider does not guarantee, warrant, or make any representations as to the availability or performance of the Service. Speed is a function of the bottlenecks experienced upon the wider network architecture of the Internet itself. As such, Your Service Provider does not guarantee the maximum Service performance (throughput speeds) levels. You understand that any content that you may access through the Service may be subject to "caching" at intermediate locations on the Internet. Similarly, simultaneous use of high bandwidth applications (for example, streaming media) by one or more users may result in an experience that is slower when compared to a single application used by a single user.

You acknowledge that the Service does not function in the event of power failure. A power failure or any other disruption may require you to reset or reconfigure the Equipment, including your computer system, prior to utilizing or reutilizing the Service.

12. Portability. Upon your placing an order for the Service, you must provide Your Service Provider with the primary address at which you will be using the Service (the "**Place of Primary Use**"). This address must be within the coverage area for the Service as defined by Your Service Provider in its sole discretion. You agree to notify Your Service Provider promptly of any change to your Place of Primary Use. Your Service Provider reserves the right to charge you portability charges in connection with your use of the Service in locations other than your Place of Primary Use. For current portability charges, please go to www.bell.ca/internetaccess.

13. Protection of Your Privacy and Security. Your Service Provider will not be responsible for any corrupted data, files or viruses which affect you or the Service. It is your responsibility to safeguard your system, through appropriate means (for example, using commercially available software), from theft, unauthorized use or system corruption. Any detriment caused to the network as a result of your failure to properly secure your system may result in the immediate cancellation of your Service.

Your Service Provider cannot ensure or guarantee the privacy of any information you choose to transmit through use of the Service. Any such use will be at your sole risk and Your Service Provider, its affiliates, agents, authorized contractors and suppliers will be relieved from all liability in connection therewith.

Your personal information will be protected by Your Service Provider in a manner consistent with its privacy policy. In the case of Bell Canada, this is its Privacy Policies, available by visiting www.bell.ca/privacy or by contacting Bell Canada at 310-BELL (310-2355), and in the case of Bell Aliant, this is the *Bell Aliant Privacy Policy* and the *Bell Aliant Code of Fair Information Practices*, available by visiting www.aliant.net or by contacting the Privacy Manager at PrivacyManager@aliant.ca.

Sharing of Information Among the Bell Companies: By subscribing to the Service, you consent to the collection, use and disclosure of your personal information, as described in the above policies and practices, including the sharing of your personal information among Bell companies. Sharing information among the Bell companies makes it easier to identify your needs, answer your questions and provide you with relevant service solutions. In the case of Bell Canada customers, you may withdraw your consent to the sharing of your personal information among the Bell companies at any time by using the opt-out form available at www.bell.ca/privacy or by contacting Your Service Provider at 310-BELL (310-2355). If you are a Bell Aliant customer, you should contact the Privacy Manager at PrivacyManager@aliant.ca.

Credit Information: By ordering the Service and/or agreeing to this Service Agreement, you expressly authorize and consent to Your Service Provider: (i) making inquiries into your credit history and collecting information about your credit history from credit grantors or credit reporting agencies at any time, in Your Service Provider's sole discretion; (ii) recording the information about your credit history on your Account and

maintaining and using the information about your credit history, to activate the Service and assist in collecting amounts, including the Service Fees, owed by you; and (iii) reporting any late payment or non-payment of any Service Fees by you to credit grantors or credit reporting agencies.

14. Backup. In no event will Your Service Provider, its affiliates, agents, authorized contractors or suppliers be responsible for any loss of data or damage to any hardware, Equipment, software, or files, caused by or resulting from your use of the Service. It is your sole responsibility to create data backups.

15. IP Address / Email Address / Host Name. Any IP address, email address or host name assigned to you by Your Service Provider is the property of Your Service Provider at all times, and may be changed or withdrawn at any time in the sole discretion of Your Service Provider. IP addresses will change each time your Service Modem or system is powered off, or at any time at the discretion of Your Service Provider without prior notice to you. Your Service Provider assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to any change in IP address, email address or host name.

16. Contact Information. If you have any questions regarding Your Service Provider or the terms and conditions of the Service Agreement, you may contact Bell Internet Portable Service, at P.O. Box 70092, Ottawa, Ontario, K2P 2M3, by telephone: 310-SURF (310-7873) if you are located in Ontario or Quebec or 1-866-716-8402 if you are located outside of Ontario or Quebec or such other contact as Your Service Provider may designate.

17. User Information; Other Information. Your messages may be the subject of unauthorized third party interception and review. An individual with Internet access can cause, among other things, damage, incur expenses and enter into contractual obligations while on the Internet. All such matters are your sole responsibility. Your Service Provider has no obligation to monitor the Service, any content or your use of Your Service Provider's networks. However, you agree that Your Service Provider reserves the right from time to time to monitor the Service electronically, monitor or investigate content or your use of Your Service Provider's networks, including, without limitation, bandwidth consumption, and to disclose any information necessary to satisfy any laws, regulations or other governmental request from any applicable jurisdiction, or as necessary to operate and optimize the Service, or to protect itself or others.

Your Service Provider may send you Service related information on a regular basis via email or any other electronic means. In the case of information addressed to your Bell Internet parent email address or if accepted by Your Service Provider, to another email address provided by you to Your Service Provider (in which case it is your responsibility to ensure that such email address remains current at all times) or by using any other notice method that will likely come to your attention, including posting Service related information on the Customer Self Care Site at www.bell.ca/myinternet. You agree to familiarize yourself with all such Service related information, and Your Service Provider is not liable for any damage or detriment to you or your property resulting from your failure to do so. Your continued use of the Service following delivery or posting of any such Service related information means that you accept and agree to comply with such information.

Customer Comments: You hereby acknowledge that Your Service Provider, its affiliates, agents and suppliers may retain and use any information, comments or ideas conveyed by you relating to the Service (including any products and services made available on the Service). This information may be used to provide Your Service Provider's customers with better service.

18. No Liability for Content. Be aware that some content, products or services (the "**Content**") available with or through the Service may be offensive to you or may not comply with applicable laws. You understand that neither Your Service Provider nor any of its affiliates

attempt to censor or monitor any Content. You understand, however, that any Content may be subject to "caching" at intermediate locations on the Internet when being accessed through the Service. You assume total responsibility and risk for access to or use of any such Content and for use of the Internet. Your Service Provider and its affiliates, agents, authorized contractors and suppliers assume no liability whatsoever for any claims or losses arising out of or otherwise relating to access to or use of such Content.

19. You Can Best Control the Risk and Therefore Are Responsible. The rates and fees charged by Your Service Provider reflect the allocation of risk herein and the limited recourse to Your Service Provider provided for in the Service Agreement. Your Service Provider will not assume any responsibility for your acts or omissions or those of any individual who uses your Account with or without your knowledge or consent, including without limitation responsibility for any charges you incur when making purchases or conducting other transactions with the Service. As between Your Service Provider and you, you are better able to put in place physical and procedural impediments to the inappropriate use of and to supervise your Account. Account and password protection will be your responsibility. Any detriment that is caused to the network as a result of a failure to properly secure your computer system may result in the cancellation of the Service. In no event will Your Service Provider, its affiliates, agents, authorized contractors or suppliers be responsible for any loss of data or damage to any hardware, software or files, caused by or resulting from your use of the Service. It is your sole responsibility to create data backups.

20. The Equipment and Other Materials. A portable, wireless modem, whether properly provided by you or properly obtained from someone other than Your Service Provider (a "**Customer-Provided Modem**") or purchased or otherwise properly obtained from Your Service Provider (a "**Bell Modem**") is required for use of the Service ("**Service Modem**" means a Customer-Provided Modem or a Bell Modem, as the case may be and "**Bell Modem Kit**" means a Bell Modem together with any other accessories or equipment provided to you by Your Service Provider in connection with such modem). The Service Modem together with any other accessories or equipment used by you in connection with the Service, whether or not provided by Your Service Provider, is hereinafter collectively referred to as the "**Equipment**". Service Modems must meet the current minimum system requirements made available to you by Your Service Provider and indicated at www.bell.ca/minreq. You acknowledge and agree that Your Service Provider will not support Customer-Provided Modems. Your Service Provider assumes no responsibility for replacing a Customer-Provided Modem. In order to operate and optimize the Service and enhance service offerings made available to you, Your Service Provider reserves the right, from time to time, to remotely monitor the Service Modem and any connected devices, and to remotely update, replace or upgrade software and log-in credentials on the Service Modem.

You agree to use and maintain your Service Modem in compliance with the Service Agreement, the Equipment Terms of Sale, any applicable operating instructions provided by Your Service Provider, its affiliates, agents, authorized contractors and/or suppliers and all applicable law. You bear the entire risk of theft, damage or destruction of these materials. All of your obligations in respect of the Bell Modem Kit and all other hardware and software provided to you will survive the expiration or termination of the Service Agreement to the extent required for their full observance and performance.

Any software or documentation supplied by Your Service Provider, its agents and/or suppliers, or otherwise made available for your use in connection with the Service under this Service Agreement, shall remain the property of Your Service Provider, its agents and/or suppliers, as applicable. You shall take appropriate steps to protect same against loss or damage. The use by you of any such software and documentation in connection with the Service shall be subject to the terms and conditions of an associated software license agreement or terms of use (the "**Software License Agreement**"). It is your responsibility to ensure that you review and agree to the terms and conditions of the applicable Software License Agreements, including without

limitation the Software License Agreement applicable to Microsoft™ Internet Explorer, before installing or using the software or documentation. Unless otherwise provided in the applicable Software License Agreement, all Software License Agreements will terminate upon termination of this Service Agreement.

21. Limited Warranty. To the extent permitted by applicable law, the Service and any software or other deliverables provided by Your Service Provider, or its agents, authorized contractors and/or suppliers hereunder, are provided "as is" and "as available" without warranties or conditions of any kind. A limited warranty may apply to the Bell Modem and power supply in accordance with the Equipment Terms of Sale, a copy of which is available at www.bell.ca/agreements. You are responsible for the use and compatibility of the Service and the Bell Modem Kit with any equipment, software, services and/or other materials not provided by Your Service Provider (collectively, the "**Third Party Equipment and Services**"). Your Service Provider disclaims all responsibility for determining compatibility between the Service, the Bell Modem Kit and any Third Party Equipment and Services. The entire risk as to the availability and performance of the Service and any deliverable under the Service Agreement is with you.

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22. Limitation of Liability. In the event of any breach by Your Service Provider, its affiliates, suppliers, authorized contractors or agents, including without limitation any breach of a fundamental term or any negligence, your exclusive remedy will be to receive from Your Service Provider payment for actual and direct damages to a maximum amount of one hundred dollars (\$100.00). Other than the foregoing remedy, under no circumstances will Your Service Provider, its affiliates, suppliers, authorized contractors or agents be liable to you or any third party, whether in contract, tort or otherwise, and even if Your Service Provider, or any of its affiliates, suppliers or agents, has been advised of the possibility of such liability, for:

- i. any direct, indirect, special, exemplary, punitive or consequential damages, including, without limitation, loss of profits and loss of business opportunities that result in any way from the Service or the Service Agreement, including without limitation, the use, or unavailability for use, of the Service, the Equipment, software or services or access to the internet, or any part thereof, by you or any other person through your Account, any loss, death, injury or damage whatsoever which may be caused by the design, manufacture, installation, operation or malfunction of any Equipment, any breakdown or failure of any Equipment, delays in the servicing of any Equipment, inability to access the network or signal, or your reliance on or use of information, services or merchandise provided on or through the Service, or that result from mistakes, omissions, interruptions, deletion or corruption of files, errors, defects, delays in preparations, or transmission, failure of performance, or
- ii. any losses, expenses (including without limitation legal fees) or other amounts arising out of, or in connection with the Service or the Service Agreement, including without limitation, any allegation, claim, suit or other proceeding based upon a contention that the use of the Service, the Equipment or any software or services by you or a third party through your Account infringes the intellectual property rights or contractual rights of any third party.

Without limiting the generality of the foregoing, Your Service Provider, its affiliates, suppliers, authorized contractors and agents are not liable for:

- i. defamation or copyright infringement arising from material transmitted or received over Your Service Provider's or its affiliates' facilities; or
- ii. infringement of patents arising from combining or using customer-provided facilities or Third Party Equipment and Services with Your Service Provider's or its affiliates' facilities or equipment; or
- iii. any act or omission of a telecommunications carrier whose facilities are used in establishing connections to points which Your Service Provider does not directly serve.

23. Jurisdiction; Severability. Your Service Provider is a federally-regulated undertaking and as such the Service Agreement, including all matters relating to its validity, construction, performance and enforcement, will be governed by applicable federal laws and regulations of Canada and only those provincial laws and regulations that are applicable to it. The terms and conditions of the Service Agreement are subject to amendment, modification or termination if required by such laws or regulations. If any provision in the Service Agreement is declared to be invalid or in conflict with any such law or regulation, that provision may be deleted or modified, without affecting the validity of the other provisions. Certain elements of the Service may be provided to you by third party service providers located outside of Canada and as such your use of the Service may be subject to the laws of foreign jurisdictions.

24. Miscellaneous. Your Service Provider's failure to insist upon or enforce strict performance of any provision of the Service Agreement will not be construed as a waiver of any provision or right. Where any provision of the Service Agreement conflicts with an applicable tariff, the tariff will supersede the Service Agreement only in respect of the conflicting provision.

Your Service Provider may assign its rights and obligations under the Service Agreement to any third party without your prior written consent. You may not assign or otherwise transfer the Service Agreement.

In no event will Your Service Provider be liable for any failure to comply with the Service Agreement if such failure results from any condition or event beyond the reasonable control of Your Service Provider, including, but not limited to, terrorism, hacking, security breach, fire, flood,

earthquake, any other elements of nature or acts of God, theft, riot, strike or other labour disturbance, power failure or war.

The parties have required that the Service Agreement and all documents relating thereto to be drawn up in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

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Updated as of January 31, 2010.

Bell Internet Portable Service - Acceptable Use Policy

Introduction

Your Service Provider is committed to being a responsible network citizen. To assist Your Service Provider in protecting the usefulness and enjoyment of the Internet, you agree to abide by the terms of this Acceptable Use Policy (the “**AUP**”). Any violation of this AUP will constitute a violation of the terms of your Service Agreement and may result in the termination of such Service Agreement and/or suspension of your Service thereunder.

If you have any questions about this AUP, do not hesitate to contact Your Service Provider via telephone at 310-SURF (310-7873) if you are located in Ontario or Quebec or 1-866-716-8402 if you are located outside of Ontario or Quebec.

For the purposes of this AUP, “**Internet host**” means any computer or electronic device connected to the Internet. Terms not otherwise defined in this AUP will have the meanings set out elsewhere in the Service Agreement.

General

You may not use the Service or any equipment provided in connection with the Service for operation of an Internet service provider's business.

Harassing or abusive language or actions, whether verbal, written or otherwise, of Your Service Provider's employees, suppliers, agents and representatives is strictly prohibited and will not be tolerated.

You are prohibited from using the Service for activities that include, but are not limited to:

- Transmitting unsolicited messages which, in the sole judgement of Your Service Provider, cause significant disruption or elicit complaints from other Internet users.
- Restricting or inhibiting any other user from using or enjoying the Internet, impairing the operations or efficiency of the Service or creating an unusually large burden on our networks, or otherwise generating levels of Internet traffic sufficient to impede other users' ability to transmit or receive information.
- Harassing users or groups in any way including but not limited to defaming, abusing, stalking, threatening or otherwise violating the legal rights of others.
- Impersonating other Bell Internet subscribers or other Internet service providers' subscribers in any way.
- Uploading or downloading, transmitting, posting, publishing, disseminating, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to information, software, files or other material which (i) are confidential or protected by copyright or other intellectual property rights, without prior authorization from the rights holder(s); (ii) are defamatory, obscene, child pornography or hate literature; or (iii) constitute invasion of privacy, appropriation of personality, or unauthorized linking or framing.
- Falsifying or deleting any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file or other data.
- Transmitting, posting, publishing, disseminating, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any files, program or information designed to assist users in defeating copy-protection, registration and any other anti-theft mechanisms associated with commercial or shareware programs.

- Transmitting, posting, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any program or information designed to assist in the fraudulent use of telecommunications services.
- Using an Internet host's resources in a manner which is not authorized by its administrators. This includes mail relaying, transmitting chain letters, make-money-fast or pyramid style schemes of any sort.
- Posting or transmitting any information or software which contains a virus, "cancelbot", "trojan horse", "worm" or other harmful or disruptive component.
- Transmitting, posting, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any program or information constituting or encouraging conduct that would constitute a criminal offence or give rise to civil liability.
- Violating or breaching any applicable laws and/or regulations.

Electronic Mail

The Bell Internet Mail service, as further described in your Service Agreement, is for your use. You may not sublicense, distribute, transfer, or sell the Bell Internet Mail service or any portion thereof. You agree to use the Bell Internet Mail service only to send and receive messages and materials that are proper. In addition to the general terms set out above, and by way of example, and not as a limitation, you agree that when using the Bell Internet Mail service, you will not:

- Use such service in connection with pyramid schemes, spamming or any unsolicited messages (commercial or otherwise).
- Restrict or inhibit any other user from using or enjoying such service.
- Create a false identity for the purpose of misleading others or forge the headers of your email messages in any way.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of such service or other user or usage information or any portion thereof.
- Promote or facilitate the transmission of unsolicited email messages.
- Attach an excessively long signature to your messages.
- Send messages to disrupt or cause difficulties in receiving other email.

In the event that you maintain one or more bulk "opt-in" email lists, you must have a method of confirmation of subscriptions and be able to provide such information when requested by Your Service Provider. At the discretion of Your Service Provider, if no such evidence is available, such bulk emailings may be considered as unsolicited.

Your Service Provider reserves the right, in its sole discretion, to set an upper limit on the number of recipients of customer initiated email, the number of subscribers on a customer's bulk "opt-in" email lists, and the number of messages a customer may send or receive through the Bell Internet Mail service.

Neither Your Service Provider nor any of its suppliers has any obligation to monitor the Bell Internet Mail service. However, Your Service Provider and its suppliers reserve the right to review materials sent through such service, and to remove any materials in their sole discretion. Your Service Provider, in its sole discretion, may terminate your access to the Bell Internet Mail service at any time, without notice.

Your Service Provider and its suppliers reserve the right at all times to disclose any information as they, in their sole discretion, deem necessary to satisfy any applicable law, regulation, legal process or governmental request. Your Service Provider and its suppliers further reserve the right at all times to edit, refuse to post or to remove any information or materials, in whole or in part, in their sole discretion.

Newsgroups / Discussion Forums

In addition to the general terms set out above, while posting to newsgroups or any other discussion forum, you are prohibited from conducting activities that include, but are not limited to:

- Posting advertisements, commercial or unsolicited messages of any kind, unless expressly permitted by the charter or FAQ of the applicable newsgroup or discussion forum.
- Posting binary or excessively large files of any kind, unless expressly permitted by the charter or FAQ of the applicable newsgroup or discussion forum.
- Posting substantially identical messages to more than ten (10) newsgroups.
- Attaching an excessively long signature to your messages.
- Forging the headers of your postings in any way.

Newsgroup and forum postings must comply with each newsgroup's or discussion forum's respective charter or FAQ.

Internet Relay Chat ("IRC")/Chat

In addition to the general terms set out above, while using IRC or any other chat service, you are prohibited from conducting activities that include, but are not limited to:

- Sending messages that include advertisements or commercial content of any kind in an unsolicited manner.
- Attempting a Denial of Service attack either automated via a bot or manually conducted.

Additionally, while using an IRC Server or any other chat service, you must be in full compliance with the rules and regulations set out by the server administrator.

Network / Security

In addition to the general terms set out above, you are prohibited from using the Service for activities that include, but are not limited to:

- Sharing your Account UserID and password for any purpose, including for the purpose of concurrent login sessions from the same Account.
- Causing an Internet host to become unable to effectively service requests from other hosts.
- Running and/or hosting server applications including but not limited to HTTP, FTP, POP, SMTP, Proxy/SOCKS, and NNTP.
- Analyzing or penetrating an Internet host's security mechanisms.
- Forging any part of the TCP/IP packet headers in any way.
- Committing any act which may compromise the security of your Internet host in any way.

As further set out in your Service Agreement, you are solely responsible for the security of your system and Account. Your Service Provider will offer full co-operation with law enforcement agencies in connection with any investigation arising from a breach of this AUP.

In the event that numerous complaints are received by our staff in regards to any breaches of this AUP, at the discretion of Your Service Provider, a processing fee per complaint received, in addition to an administration fee, may be applied to your Account.

Updated as of January 31, 2010.