

## UNREGULATED TERMS OF SERVICE — FOR CONSUMERS

**1. Agreement.** These terms and conditions ("**Terms of Service**") set out the rights, obligations and limitations of Bell Canada ("**Bell**") and you, the **Customer**, for the Bell Services (defined below). If you are located in the territory served by Bell Aliant Regional Communications, LP ("**Bell Aliant**"), Bell Aliant will provide the Bell Services, in which case these terms and conditions shall apply to you and Bell Aliant, and references herein to **Bell** will mean Bell Aliant.

These Terms of Service, together with: (a) any pre-authorized payment authorization form, your invoice for the Bell Services and terms listed therein; (b) all applicable Bell Services specific terms or other documents referred to in these Terms of Service or located at the URLs specified in these Terms of Service, or to which you may be directed when you order or use the Bell Services; (c) any order form or verification of order form; and (d) terms and conditions from Bell's relevant tariffs for services which are no longer mandated by the Canadian Radio-television and Telecommunications Commission ("**CRTC**"), to the extent they are not modified and/or replaced by these Terms of Service ("**Documents**"), each as they may be amended or provided to you from time to time, all to the extent permitted by applicable law, form Bell's agreement with you ("**Agreement**"). To the extent of any conflict or inconsistency between the Documents and these Terms of Service, the Terms of Service shall prevail. Terms and conditions mandated by the CRTC shall prevail over the Terms of Service.

You are solely responsible for the use of the Bell Services by you and other users, including for all calls originating from your telephone(s), as well as for all charged calls accepted at your telephone(s), regardless of who made or accepted them. You shall: (a) take all necessary measures to ensure that the Bell Services are used in accordance with this Agreement; and (b) be liable for all consequences resulting from any breach of this Agreement.

Bell provides residential wireline telecommunications services and products, including over fibre to the home technology, which the CRTC has forborne from regulating, either in whole or in part, including Local calling, Long Distance calling, SmartTouch services and other associated features described to you upon placing your order for the services (collectively, the "**Bell Services**"). The term "**Bell Services**" also includes: (a) Care plans; (b) all devices, equipment, hardware or other products owned or supplied by Bell to be used in connection with the applicable Bell Services, including the FTTH Equipment (defined below) ("**Bell Equipment**"); and (c) any additional features, options or value added services for use in connection with the residential wireline telecommunications services and products you select, now or in the future as or will be listed on your invoice, when

ordering your Bell Services. See [www.bell.ca/homephone](http://www.bell.ca/homephone) for the list of current Bell Services and service descriptions.

The Agreement applies to all current and future Bell Services you obtain from Bell as listed on your invoice and, to the extent permitted by applicable law, your access and use of such current and future Bell Services constitutes your acceptance of all the terms of the Agreement, with no additional copies or other evidence of agreement required to be delivered to you.

**2. Charges, Billing & Payment.** You agree that the Bell Services are being provided to you subject to your payment of, and you shall pay all applicable monthly service rates, access fees, usage charges, installation fees and/or activation fees, reactivation or reconnection fees, any administrative fees and other amounts, fees and charges, if any, together with all applicable taxes indicated to you upon placing your order for the Bell Services, noted on your invoice or as otherwise identified to you by Bell from time to time, all to the extent permitted by applicable law (collectively, "**Charges**"). For current rates and fees, go to [www.bell.ca/homephone](http://www.bell.ca/homephone). Unless otherwise specified on your Bell invoice: (a) all Bell Services are billed monthly; and (b) Charges will begin accruing and will be billed to you from the date of initial activation of the Bell Services, and you are responsible for and shall pay Bell all invoiced Charges when due. A late payment charge at the rate of 3% per month (42.58% per annum), which rate is subject to change by Bell from time to time, will be applied from the bill date when payment has not been received by Bell before the following bill date.

Bell may bill you for any Charge up to 12 months from the date the Charge was incurred. If you question or dispute any Charge, you must do so within **90 days** of the disputed invoice date; otherwise, you shall be deemed to accept all Charges. Unless otherwise indicated on your invoice, disputed Charges will not be considered past due unless Bell reasonably believes you are using the dispute to evade or delay payment.

You must ensure that the billing and payment information (including name, email, mailing address, residency address, telephone number, credit card and bank account) you provide to Bell is always current and is not false or misleading. If you provide a credit card, bank account, or other preauthorized payment method to Bell to make your monthly payments, you authorize Bell to charge your credit card or bank account for all outstanding amounts and all Charges due under this Agreement. You agree to notify Bell of any changes to your billing information and payment information. You shall be liable for your failure to pay any Charges billed to you by Bell caused by your

failure to provide Bell with up to date billing information and payment information.

In order to offset its processing costs and to the extent permitted by applicable law, Bell may bill you for administrative charges as set by Bell 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/reconnection of the Bell Services. All administrative fees charged to you are part of the Charges you owe to Bell under this Agreement.

Customers subscribing solely to Bell's residential local telephone service who purchase any additional product(s) or service(s) from Bell and/or its affiliated companies shall: (a) no longer be eligible for the then applicable CRTC approved maximum price for residential stand-alone primary exchange local telephone service; (b) be subject to any future price increases for such residential local telephone service; and (c) be required to pay the then applicable downgrade fees (currently \$35, subject to change), and any applicable administrative charges and/or early termination fees, to the extent permitted by applicable law, if they cancel all of the additional product(s) or service(s) in order to be eligible for the then applicable CRTC approved maximum price for residential stand-alone primary exchange local telephone service.

**3. Amendments/Changes to the Agreement.** To the extent not prohibited by applicable law, Bell may change the Bell Services and/or this Agreement, including any applicable Charges, fees (including one time fees) and/or any feature or other aspect of any of the Bell Services. To the extent required by applicable law, Bell will give you not less than 30 days notice in advance of the effective date of any change or amendment to the Agreement or of any material change to the Bell Services by posting a notice of such change on [www.bell.ca](http://www.bell.ca), by mailing a notice to you, by sending a notice via Short Information Message or other message on your monthly invoice, by sending you notice via email to the email address provided by you to Bell (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. To the extent required by applicable law, such notice shall set out the effective date of the amendment or change, the revisions being made to this Agreement or any other related agreement, if applicable, and your remedy in connection with such amendment or change as set out in the following sentence. Your sole remedy if you do not wish to accept such amendment or change (and, if you reside in the province of Quebec, only where such amendment or change increases your obligations or reduces Bell's obligations) is to refuse the amendment or change and cancel the affected Bell Service(s) to which the

amendment or change applies in accordance with Section 4 upon the payment of all outstanding Charges or any other fees that may apply, except where such Charges or fees are prohibited by applicable law, in which case such cancellation shall be without cost, penalty or cancellation indemnity. If you continue to use the affected Bell Services after a change comes into effect, then, to the extent not prohibited by applicable law, you expressly agree that: (a) you will be deemed to have accepted the change, with no additional written agreement or express acknowledgement required; (b) specifically, you waive all statutory requirements for notice and express acceptance of such change except for those provided in this section; and (c) you will continue to be responsible for the payment of all Bell Services.

**4. Cancellation of Bell Services by Customer.** To cancel a service, you may contact Bell at Bell Client Care (see Section 18). Cancellation takes effect 30 days after the date you contact Bell. You shall be charged and you shall pay the applicable Charges for that 30 day cancellation period.

**5. Termination of Bell Services by Bell.** Bell may, without liability, stop providing you with any or all of the Bell Services and/or terminate this Agreement for any reason upon a minimum of 30 days prior written notice to you, or such longer period as may be required by applicable law. If you breach any part of this Agreement, Bell may, to the extent permitted by applicable law and without liability: (a) enter your premises and take immediate possession of all Bell Equipment provided in connection with the Bell Services, or require you to promptly return it in proper working order and in good condition; (b) accelerate and bill all Charges and other amounts under this Agreement as due and owing as of the termination date; and (c) terminate all Bell Services and this Agreement by written notice and specify a final payment date for all amounts that you owe not earlier than 10 days (or any other date permitted by law) from the date of the notice.

**6. Suspension of Bell Services.** Upon reasonable notice to you, Bell may suspend any Bell Service for a breach of this Agreement. To the extent permitted by applicable law, suspension does not change your obligation to pay for the Bell Services during any suspension.

**7. Special Payment Terms; Deposits.** In exceptional circumstances, Bell may require you to pay the Charges on an interim basis, despite your monthly billing cycle. In such cases, you must pay on or before the required due date to avoid termination or suspension of your Bell Services. Bell may also require you to make deposits if you: (a) have no credit history with Bell and do not provide satisfactory credit information; (b) have an

unsatisfactory credit rating with Bell due to payment practices in the previous 2 years regarding any Bell services; or (c) represent an abnormal risk of loss. Deposits will earn simple interest based on a rate of one (1) percentage point above the Bank of Canada's target overnight rate in effect from time to time, calculated monthly on the last day of your monthly billing period and prorated for any partial month Bell holds the deposit. When the Bell Services are terminated or the conditions justifying the deposit are gone, Bell will apply the deposit and any earned interest against the outstanding Charges or other amounts you owe to Bell, then refund you the balance of the deposit, if any, plus any remaining interest that was earned.

**8. Obligation to Provide Service.** Bell may refuse, at any time and without liability, to provide any of the Bell Services to you where Bell would have to incur unusual expenses such as, but not limited to, the payment of high costs to other telecommunications carriers, securing rights of way or for special construction. Bell may, but shall not be obligated to, provide such Bell Services if, upon Bell's request and agreement, you agree to pay an amount for these unusual expenses. Agreements on such matters shall be in writing and signed by you and Bell.

**9. Non-Bell Equipment.** You must supply, install and maintain all facilities, software and equipment not provided by Bell ("**Non-Bell Equipment**"). You are responsible for all disruptions and damage caused by Non-Bell Equipment, including any effect on other customers' ability to receive Bell Services. Bell may take any action it considers necessary to deal with such effects, including charging you for any costs incurred to remediate them.

**10. Bell Equipment; Bell's Right to Enter Premises.** All Bell Equipment will always remain Bell's property. You shall: (a) take reasonable care of the Bell Equipment; (b) not sell, lease, mortgage, transfer, assign or encumber the Bell Equipment; (c) not move, tamper with or relocate the Bell Equipment; (d) be responsible for all access to the Bell Equipment, and maintenance of security and privacy and all other risks involved in connection with the Bell Equipment; and (e) unless otherwise instructed by Bell, immediately return all Bell Equipment to Bell at your expense upon termination of the Bell Services for which the Bell Equipment was provided. If you fail to do so, you will be required to pay Bell the undiscounted retail value of the Bell Equipment, together with any costs Bell incurs in trying to regain possession of the Bell Equipment. Failure to do so will result in certain charges to you, as specified when you received such Bell Equipment. Bell will provide maintenance and repairs to Bell Equipment as required due to normal wear and tear.

Additional charges may apply for maintenance and repair work performed outside of regular working hours. You may also be charged for the cost of repairing or replacing Bell

Equipment if you have deliberately, negligently or through lack of reasonable care caused loss, theft or damage to the Bell Equipment. In all cases, you are liable for all damage caused to Bell Equipment and facilities by you or by Non-Bell Equipment. You must immediately notify Bell of any loss, theft or damage of or to Bell Equipment.

Bell may enter the premises, at a reasonable agreed upon time, where Bell Services are, or are to be, provided, to install, inspect, repair, maintain or remove the Bell Equipment. Bell may also enter such premises to maintain, protect, investigate, modify or improve the operation of the Bell Services, or to inspect and perform necessary maintenance in cases where disruptions involving customer-provided facilities are affecting the network. You are responsible for securing all consents, permits and approvals, at your cost, necessary to allow Bell to install, inspect, repair, maintain or remove its facilities and the Bell Equipment within the building(s) or premises where the Bell Services are to be provided to you, and to enter the premises in accordance with this Agreement. To the extent permitted by applicable law, Bell shall not be responsible for any claims, damages, losses or expenses, including without limitation lost wages/revenues or missed work, in the event that an appointment for any of the Bell Services is missed, either by Bell or by any third party installer.

**11. Restrictions on Use of Bell Services.** You shall not: (a) use, or permit the use of, any Bell Services for anything other than your own personal use; (b) resell, remarket, transfer or share the Bell Services or receive any payment or benefit from or for the use of the Bell Services; (c) use, or permit the use of, any the Bell Services for an illegal, fraudulent or improper purpose, criminal offences, intellectual property infringement, harassment (including annoying or offensive calls/transmissions), or in a manner that would cause interference with network operations (including a fair and proportionate use by others); (d) rearrange, disconnect, remove, repair, modify or otherwise interfere with any Bell Services, Bell Equipment or Bell facilities; (e) attempt to receive a Bell Service without paying the applicable fees and charges; or (f) use any of the Bell Services in a manner that bypasses, or attempts to bypass, Bell's network. Sustained and excessive use of the Bell Services in a manner which is materially inconsistent with average residential usage patterns to make long distance calls directed to or within certain high cost of service areas identified by Bell from time to time, is also prohibited by this Agreement.

**12. Confidentiality of Customer Records; Personal and Credit Information.** Bell protects your personal information in accordance with the Bell Customer Privacy Policy and the Bell Code of Fair Information Practices (both available at [www.bell.ca/privacy](http://www.bell.ca/privacy)). Bell's

liability for disclosure of customer information contrary to this section is not limited by Section 14.

All information Bell keeps about you, other than your name, address and listed telephone number, is confidential. Unless you provide express consent, or disclosure is pursuant to a legal power, your information will not be disclosed by Bell to anyone other than: (a) you; (b) a person who, in Bell's reasonable judgment, is seeking the information as your agent or representative; (c) another telephone company that provides you with telephone service or a company involved in supplying you with telecommunications, telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; (d) an agent hired by Bell to collect your account, provided the information is required for, and is to be used only for, that purpose; (e) an affiliated company of Bell involved in supplying you with telecommunications and/or broadcasting services, provided that the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; or (f) a public authority or agent of a public authority, if in the reasonable judgment of Bell, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information. You will be deemed to have given your express consent when any of the following occurs: (a) you provide written consent; (b) oral confirmation is verified by an independent third party; (c) Bell receives electronic confirmation via the Internet; (d) Bell receives oral consent where Bell retains an audio recording of the consent; or (e) Bell obtains consent through other methods, as long as an objective documented record of your consent is created by you or an independent third party.

By ordering the Bell Services and/or entering into this Agreement, you expressly authorize and consent to Bell: (a) making inquiries into your credit history and collecting information about your credit history from credit grantors, credit reporting agencies or other Bell companies at any time, in Bell's sole discretion; (b) recording the information about your credit history on your account and maintaining and using the information about your credit history to activate the Bell Services and assist in collecting amounts, including the Charges, owed by you; and (c) reporting any late payment or non-payment of any Charges by you and your Bell credit history to credit grantors, credit reporting agencies, collections agencies or other affiliated companies of Bell.

**13. No Warranties.** To the extent permitted by applicable law, Bell makes no warranties, representations, claims, guarantees or conditions of any nature whatsoever, express or implied, including any warranty, representation, claim, guarantee or condition of fitness for a particular purpose, merchantability, title or non-

infringement with respect to any of the Bell Equipment or the Bell Services. All such warranties, representations, claims, guarantees and conditions, express and implied, are, to the extent permitted by applicable law, hereby excluded. None of the Bell Services are guaranteed to be error-free or uninterrupted.

**14. Limitation of Bell Liability.** BELL'S AND ITS PROVIDERS' LIABILITY FOR NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHER CAUSES OF ACTION, INCLUDING FUNDAMENTAL BREACH, TO THE EXTENT PERMITTED BY APPLICABLE LAW, IS LIMITED TO PAYMENT, UPON REQUEST, FOR ACTUAL AND DIRECT DAMAGES OF A MAXIMUM AMOUNT OF \$20 OR AN AMOUNT EQUAL TO THE SERVICE FEES PAYABLE DURING ANY SERVICE OUTAGE, WHICHEVER IS GREATER. OTHER THAN THIS PAYMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER BELL NOR ITS PROVIDERS SHALL BE LIABLE UNDER ANY CIRCUMSTANCES TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, ECONOMIC, EXEMPLARY OR PUNITIVE DAMAGES INCLUDING LOSS OF DATA, LOSS OF INCOME, LOSS OF PROFIT OR FAILURE TO REALIZE EXPECTED SAVINGS ARISING DIRECTLY OR INDIRECTLY FROM BELL'S (OR ITS PROVIDERS') NEGLIGENCE OR BREACH OF CONTRACT (INCLUDING FUNDAMENTAL BREACH OR OTHERWISE). Without limiting the generality of the foregoing, Bell is not liable for: (a) any acts or omissions on the part of a telecommunications carrier whose facilities are used to establish connections to points which Bell does not directly serve; (b) defamation or copyright infringement arising from material transmitted or received over Bell's facilities; or (c) infringement of patents arising from combining or using customer-provided facilities with Bell facilities. The limitations of liability set out in this section or elsewhere in this Agreement do not apply to damages resulting from physical injuries, death or damage to your premises or other property wholly caused by Bell's negligence.

**15. Access to 9-1-1 Service.** In addition to the limitations on Bell's and its providers' liability set out elsewhere in this Agreement, the following limitations apply to the provision of the enhanced 9-1-1 service ("E911 Service") on those Bell Services provided over fibre to the home technology ("FTTH Services"). The FTTH Services, including the E911 Service, will not be available during network outages, including during planned hardware or software upgrades. The FTTH Services will cease to function during extended power outages, that is, once the battery back-up attached to the FTTH Services equipment at your premises (collectively, "FTTH Equipment") has been depleted. The FTTH Equipment may also have to be configured in certain ways or maintained in certain locations for

**the proper operation of the FTTH Services, including the E911 Service, and therefore, the FTTH Equipment should not be moved, tampered with or relocated. You are responsible to inform all persons who may be present at your premises, including residents, guests, and other persons, of such limitations and requirements. You are solely responsible for the supply of electrical power necessary for the FTTH Services, including the E911 Service to function and unless otherwise specified by Bell, the proper maintenance of the FTTH Equipment, including contacting Bell when prompted to do so by the battery back-up. To the extent permitted by applicable law, Bell and its providers will not be liable to you or any third party for any inability to use the FTTH Services or to obtain access to the E911 Service as a result of the limitations described in this section or your failure to comply with the requirements set out in this section.**

**16. Intellectual Property.** All trademarks, copyrights, brand concepts, names, logos and designs used by Bell are intellectual property assets, registered or unregistered, that belong to Bell or are used under license by Bell and/or its affiliated companies. All are recognized as valuable assets of their respective owners and may not be displayed or used by you in any manner for commercial purposes or copied in any manner whatsoever for any purpose.

**17. General.** Bell is a federally regulated undertaking. Therefore, the Agreement, including all matters relating to its validity, construction, performance and enforcement, is governed by applicable federal laws and regulations of Canada and only those laws and regulations of the province in which your designated billing address is located that are applicable to Bell. The Agreement is subject to amendment, modification or

termination if required by such laws or regulations. If any provision in the Agreement is declared invalid or in conflict with any of these laws or regulations, the provision may be deleted or modified without affecting the validity of its other provisions. Neither you nor, to the extent permitted by applicable law, a Bell sales or customer service representative, agent, dealer or employee may change this Agreement or invoke such changes. Bell's failure to strictly enforce any provision of the Agreement does not constitute a waiver of the provision or of Bell's rights. The Agreement constitutes the entire agreement and understanding between you and Bell with respect to the provision of the Bell Services, and shall supersede and replace all prior agreements, understandings and representations, written or oral, regarding such subject matter. Except as expressly stated herein, the Agreement cannot be modified or amended by waiver, course of dealing or otherwise. **Please note that your rights might vary by province.** Bell may transfer or assign all or part of this Agreement, including any rights in accounts receivable, at any time without prior notice or consent. However, you as a Customer may not assign or transfer this Agreement, your account or any Bell Service. This Agreement has been drawn up in the English language at the express request of the parties. La présente convention a été rédigée en anglais à la demande expresse des parties. Bell is not responsible or liable for failing to meet obligations due to causes beyond its reasonable control, including all force majeure events. The word **"including"** means including without limitation.

**18. Contact Information.** If you have any questions regarding Bell or the terms and conditions of this Agreement, you may contact Bell, Bell Client Care by telephone in Ontario: 310-BELL, Quebec: 310-7070 and from elsewhere in Canada or the United States: 1 800 668-6878 (English) or 1 800 641-2311 (French).