

## BELL TERMS OF SERVICE

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Your service details, these terms of service and any schedules attached to these terms of service (“**Schedules**”), along with any amendments, all taken together form the entire contract (“**Contract**”) between you (“**Customer**” or “**you**”) and Bell Canada and/or (based on which services you subscribe to) a related Bell company (“**Bell**” or “**we**”). You should review the entire Contract. All of the parts are important and together create a legal agreement that applies to you once you have accepted it. If you order Bell Internet and/or Bell TV (see **Section 2**), you may also be provided with a critical information summary that sets out key elements of your agreement with Bell. Bell relies upon your word that you have reached the legal age of majority and are authorized to enter into this Contract. To help you to understand your rights and obligations under this Contract, these terms of service are written in a question and answer format.

- 1. How do I accept my Contract with Bell?** You accept this Contract on the earlier of the date: **(a)** you receive a copy of these terms of service; **(b)** you receive the Equipment (see **Section 46**) at your Service Address (see **Section 15**); **(c)** installation has commenced; or **(d)** you access or use Bell Services (see **Section 2**), unless otherwise determined by applicable laws. You understand and agree that you are bound by this Contract, now and in the future.
- 2. What is covered by this Contract?** This Contract is for Bell Services. The “**Bell Services**” or “**Services**” (as they will be called in this Contract) include the installation and provision of Internet Services (“**Bell Internet**”), Home phone Services (“**Bell Home phone**”), Internet Protocol Television Services (“**Fibe™ TV**”), Satellite Television Services (“**Direct-to-Home**” or “**DTH**”), and Alternative Internet Protocol Television Services (“**Fibe TV App**”), Programming (see **Section 37**) and any additional features. Together Fibe TV, DTH, and the Fibe TV App are called “**Bell TV**”. The Bell Services include additional equipment owned by Bell (including equipment rented from Bell) (“**Bell Equipment**”) that you may need to receive the Bell Services, such as devices, receivers, remotes, SmartCards, modems, routers, Wi-Fi pods, accessories, hardware, networks, platforms and/or other products. Bell Equipment does not include batteries owned by you. The Bell Services covered by this Contract do not include services provided to you by Bell Mobility.
- 3. I subscribe to a Bell Service that is regulated. Does this Contract still apply?** For Bell Services that are regulated by the Canadian Radio-television and Telecommunications Commission (“**CRTC**”) (“**Regulated Bell Services**”), the Tariff located at [bell.ca/tariffs](http://bell.ca/tariffs) applies in addition to this Contract. If there is an inconsistency or conflict between this Contract and the Tariff, then the Tariff prevails.
- 4. What happens if the CRTC stops regulating my Regulated Bell Service?** If the CRTC decides it will no longer regulate a Regulated Bell Service or a feature of a Regulated Bell Service (sometimes referred to as “**forbearance**”), then Bell will continue to honour the terms of the Tariff as though your Bell Service were still regulated until your term (which is called your “**minimum contract period**” in the Tariff) expires. After your minimum contract period expires, only this Contract will continue to apply.
- 5. What laws apply to this Contract?** Because Bell is federally regulated, this Contract is governed by the federal laws and regulations of Canada, including the CRTC’s Internet Code and Television Service Provider (“**TVSP**”) Code and any provincial laws which might apply to Bell in the province in which your Bell Service is provided.
- 6. Can this Contract be transferred?** Bell may transfer or assign all or part of this Contract (including any rights in accounts receivable) at any time. You may not transfer or assign this Contract, your account or the Bell Service without Bell’s prior written consent.
- 7. What if parts of this Contract become unenforceable?** If any part of this Contract becomes outdated, prohibited or unenforceable, the remaining terms will continue to apply to you and Bell. Remember that even if Bell does not enforce any part of this Contract for any period of time, the term still remains valid and Bell can enforce it in the future.
- 8. What if I prefer this Contract to be in French?** You are receiving this Contract 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.*

9. **Can Bell make changes to this Contract?** Yes. Bell may change the Bell Services, and any term of the Contract, including the Fees (see **Section 18**). If required, Bell will give you notice of these changes in writing, at least **30** days (**60** days for certain changes related to Internet Services) before the effective date, using a reasonable method to bring it to your attention, such as by posting it on [bell.ca](http://bell.ca), by including it on or with your bill or by sending it to you by email. This notice will clearly identify the proposed change and 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. No other statements (written or verbal) will change or amend this Contract.

10. **What if I want to refuse a change to this Contract made by Bell?** If you want to refuse the change, your remedy is to cancel the impacted Bell Service or the Contract (see **Section 62**). For customers in Quebec and Newfoundland and Labrador, if the change increases your obligations or reduces ours, you may cancel the Contract without penalty, by notifying Bell up to **30** days after the effective date.

11. **Can I make changes to my Services or to the terms of service that are in this Contract?** You may not make any changes to these terms of service. However, depending on the Bell Service you subscribe to and your plan details, you may be able to add or remove certain Services or features. You will need to check your plan details to see if additional fees may apply. For more information about Services or features that may be available, including applicable fees, visit MyBell ([mybell.ca](http://mybell.ca)) or contact Bell Client Care. For certain changes or if your account is not in good standing, you may not be able to make changes online and should contact Bell Client Care. Bell's contact information is set out in **Section 72**. For more information about making changes to TV Programming, see **Section 44**.

## 9-1-1

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12. **Are there any times when 9-1-1 is not available?** Yes. Bell Services, including your 9-1-1 service ("**9-1-1 Service**") will not work during network outages, including during planned hardware or software upgrades. As well, third-party communications services or equipment, monitored home security alarms or medical devices (including some monitored by Bell) that use Bell Services as a communications pathway may also not function during network outages.

In addition, Bell's fibre-to-the-home Services ("**FTTH Services**"), including 9-1-1 Service will not work:

- a) during power outages if there is no compatible battery backup solution, or once the compatible battery backup solution has been depleted;
- b) if the hardware, including, if applicable, any compatible battery backup solution used in connection with the FTTH Services (the "**FTTH Equipment**") has been tampered with, damaged or relocated; or
- c) if the FTTH Equipment fails, is not configured correctly or during a reboot/restart (whether spontaneous or initiated by you) of the FTTH Equipment.

You are responsible for the supply of electrical power necessary for the FTTH Services (including 9-1-1 Service) to work. If you require a battery backup solution to provide limited standby time for applicable FTTH Services in case of a power outage, you are responsible for the supply, monitoring and maintenance of a compatible battery backup solution and any replacement. If Bell has provided you with a battery backup solution, you are responsible for the supply, monitoring and maintenance of any replacement. You are also responsible for the proper monitoring and maintenance of the FTTH Equipment, including seeking technical servicing from Bell or a third party, as applicable. Please note, if you have third-party communications services or equipment, a monitored home security alarm or medical device (including some monitored by Bell), these services, equipment, monitored alarms or devices may not function during a power outage without the use of a compatible battery backup solution with your FTTH Equipment.

We recommend that you have another way of contacting 9-1-1 Service during a power outage or in the case of equipment failure, for example, a mobile phone.

**To the extent permitted by applicable law, Bell is not responsible to anyone for any inability to access 9-1-1 Service or use the FTTH Services or the FTTH Equipment, or for any interference with, or failure of, third-party communications services or equipment, monitored home security alarms or medical devices (including some**

monitored by Bell) as a result of the limitations or your failure to comply with the requirements and recommendations set out in this Section 12.

## Your Information and Communications Preferences

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13. **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 our Privacy Policy available at [bell.ca/privacy](http://bell.ca/privacy) and applicable laws. By entering into this Contract, you agree that Bell may share your information with other Bell companies and brands as they exist over time, including: Bell Aliant, Bell Canada, Bell ExpressVu LP (Bell Satellite TV), Bell Media, Bell Mobility, Bell MTS, Virgin Mobile Canada, The Source, Cablevision du Nord, DMTS, KMTS, NorthernTel, Ontera, Solo Mobile and Télébec (“**Our Companies**”).

14. **Does Bell collect, use or disclose my credit information? Yes, Bell may perform credit checks on you and collect and use information about your credit and payment history from Our Companies, credit reporting agencies or other credit grantors to assess your creditworthiness, update your information, activate Services you ordered, or to assist in collection efforts, all from time to time. Bell may also disclose your credit and payment history with Our Companies to credit reporting agencies and credit grantors to assist with assessing your creditworthiness, and to collections agencies to assist with the collection of monies owed, also from time to time. A security deposit may be required to determine your eligibility for Services should you decline a credit check upon activation (see Section 24).**

15. **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 (including name, mailing address, email address, address where the Bell Services will be provided to you (“**Service Address**”), phone number, and any authorized users) up to date. If this Contract is cancelled, you will provide Bell with forwarding information for final bills or correspondence if your new contact information is different from the information we have on file. Visit MyBell ([mybell.ca](http://mybell.ca)) 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.

16. **How does Bell recommend and market 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](http://bell.ca/marketingpreferences), and you can opt-out from 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. Bell will not disclose your personal information to third-parties to market their products and services without your express consent.

## Term and Renewal

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17. **How long is my Contract for my Bell Services?** There is no set period unless you and Bell agree to a contract term of greater than one month (for example, **12** months) (a “**Fixed Term**”) for particular Bell Services. At the end of any Fixed Term, Bell will continue to provide the Bell Services to you without a set period, at Bell's then-applicable rates, unless you cancel the applicable Bell Services.

## Fees, Billing and Payment

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18. **How does Bell charge me for Bell Services?** Bell will invoice you monthly. You will be charged in advance for recurring charges. One-time charges will be charged to your account at time of order or use unless otherwise specified. Upon cancellation, your Fees for Bell Services will be prorated to your last day of service. Please note that a minimum subscription period may apply to certain TV Programming and Premium Sports is subject to specific billing and cancellation rules. See **Sections 45** and **39** for more information. As well, you may purchase certain individual pay per use services not included as part of a Bell Service subscription (for example, PPV, On Demand services (see

**Section 37**) and long distance calling). Pay per use services will be charged at the rate or charge in effect at time of purchase or use. Long distance calls are rounded up to the nearest minute, unless otherwise stated. These rates and charges may be found on [bell.ca](http://bell.ca), on an on-screen purchase flow, in **Schedule A** or by contacting us (Bell's contact information is set out in **Section 72**), and may change over time, in some cases without notice. You must pay all fees due for Bell Services, whether recurring or one-time charges ("**Fees**") and taxes within **30** days of Bell's bill date. If payment is not **received** by Bell within **30** days of the bill date, you will be charged interest from the bill date on the balance owing at the compounded interest rate set out in **Schedule A**, calculated and compounded monthly from the bill date ("**Late Payment Charge**"). Bell may refer your account to collections agencies as a result of your failure to pay amounts owing to Our Companies, as applicable. Bell may bill you for Fees and applicable taxes up to **12** months after the date they were incurred.

19. **How can I pay my bill for Bell Services?** Your bill sets out acceptable payment methods which may change without notice. You may also set up a pre-authorized payment plan. 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 Fees, taxes and account balances due under this Contract, including any applicable Late Payment Charges, NSF charges (see **Schedule A**) and Cancellation Charges (see **Section 63**), and this constitutes Bell's good and sufficient authority for doing so. You confirm that the credit card or bank account is in your name, is valid and has not expired. You must promptly advise Bell if your credit card or bank account information changes.

20. **What if I dispute a Fee on my bill?** If you question or dispute any Fees on your bill, you must do so within **90** days of the bill date; otherwise you accept all Fees. Disputed Fees will not be considered past due unless Bell has conducted an investigation and concluded that the Fees are correct and there is no basis for the dispute. You must pay all undisputed portions of the Fees within **30** days of the original bill date, failing which the undisputed portion of the Fees will be past due and you will be charged, and must pay, the Late Payment Charge for the undisputed portion.

21. **How do discounts or promotions work?** Bell will apply any discounts, incentives or promotions (including promotional bundle or multi-service discounts or credits) to your account while: **(a)** Bell maintains these discounts, incentives, or promotions; and **(b)** you meet the applicable eligibility requirements. Bell may change any discounts, incentives or promotions and the eligibility requirements at any time. Before making changes to your Bell Services (including Programming (defined in **Section 37**) or features), 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).

22. **What additional charges may be applied to my bill?** Bell may charge additional Fees to offset administrative, processing, environmental or service costs for your account (for example, Fees for collections efforts due to non-payment or returned payments, suspension, disconnection or reactivation of Bell Services). These charges may be found on [bell.ca](http://bell.ca), in **Schedule A** or by contacting us (Bell's contact information is set out in **Section 72**), and may change over time.

23. **Am I responsible for usage charges over my plan limits?** Yes, any usage in excess of the limits applicable to the Bell Service subscribed to will be charged to you at the rates set out in your Contract or published on [bell.ca](http://bell.ca). It is your responsibility to monitor and manage your monthly activity and to ensure your usage remains appropriate to your Bell Service package. In addition to your usage, note that certain Equipment (see **Section 46**) and related software used with the Bell Services may automatically and without notice, generate usage. Such usage may include the transmission of data required for the management of the Bell Services and/or the Equipment. You are responsible for all data usage charges, whether resulting from your activity or generated automatically. You can find more information about the usage associated with common online activities at [bell.ca/calculator](http://bell.ca/calculator) and access usage monitoring tools and select or modify usage notifications through MyBell ([mybell.ca](http://mybell.ca)).

24. **Will Bell ever require a deposit or interim payment?** Bell may require you to make a deposit and will provide you with the reason for requiring a deposit. Deposits will earn simple interest based on the overnight rate of the Bank of Canada that is then in effect plus **1.25%** (or such other rate as required by applicable law), calculated monthly on the last day of your monthly billing period, prorated for any partial month Bell holds the deposit. When Bell Services are cancelled or the conditions justifying the deposit no longer apply (typically when you have made six consecutive



monthly bill payments in full and on time), Bell will apply the deposit and any earned interest against the outstanding Fees or other amounts you owe to Bell and/or any Bell company referred to in **Section 25**, then refund you the balance of the deposit, if any. In exceptional circumstances, Bell may also require you to pay the Fees and applicable taxes on an interim basis, despite your monthly billing cycle. If this happens, you must pay these amounts on or before the required due date to avoid cancellation or suspension of your Bell Services.

25. **What if I have another account with Bell that is in arrears?** If your account with Bell Canada (which includes Bell Aliant and Bell MTS), Bell Mobility (including Virgin Mobile) or Bell ExpressVu is in arrears, Bell may bill you for, collect or set off any amounts owed to these companies. Bell may also refuse to provide you with any Bell Services if you do not pay amounts owed to these companies.

## Responsible Use of Bell Services

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26. **How does Bell help to ensure fair network access, efficient operation and the responsible use of Bell Services?** Bell works hard to ensure fair network access to all users and the continuous, efficient operation of the Bell Services. Bell may manage network resources using methods which include: **(a)** prioritization or deprioritization of network access; and **(b)** Internet traffic management practices such as allocation of bandwidth (which may impact speeds), filtering for spam and malicious or illicit content, anti-virus mechanisms or other measures to protect the integrity of the network (such as the blocking of your traffic or other traffic in the event of denial of service attacks), all in a manner consistent with applicable law. For a description of our Internet traffic management practices, please visit [bell.ca/ITMP](http://bell.ca/ITMP). In addition, Bell enforces the rules contained in Bell's Responsible Use of Bell Services policy ("**Responsible Use Policy**") set out in **Schedule B**. You must comply with the Responsible Use Policy and all applicable laws when using the Bell Services. Bell has the right (but not the obligation) to monitor Bell Services (electronically or otherwise), including your use of Bell Services and the location of any Equipment (see **Section 46**) or Personal Devices (see **Section 41**) receiving the Bell Services. From time to time, Bell may ask you to connect Equipment to a specific network so that Bell may verify its location and you must immediately do so. Bell may monitor or investigate any content, use of Programming (see **Section 37**) or your use of Bell's networks, including bandwidth consumption and how it affects operation and efficiency of the network and Bell Services. 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.

27. **How do I help protect my Bell account?** You are responsible for the protection of your account(s) and password(s) and for all use of your account, the Bell Services and Bell Equipment by yourself and other users (authorized or not). You must also protect your computer systems, software, and the Equipment (see **Section 46**) from theft, unauthorized use and system corruption. You are responsible to back up and safeguard your data, including your email and voicemail messages. Bell may delete your data if the Bell Service is cancelled, or if you fail to access it within a certain period of time (as determined by Bell). 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 (PIN) for your account, depending upon the Bell Service you are concerned about.

28. **What am I responsible for if my Bell account is compromised?** You must notify Bell immediately should you suspect unauthorized use of the Bell Services or if Bell Equipment is lost or stolen. You are responsible for payment of all Fees and taxes charged to your account, whether authorized by you or not, which is why it is so important to protect your account and keep account information (including authorized users) up-to-date.

## Bell Services

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29. **Do I need to do anything to help Bell provide Services to me?** Where required, you shall: **(a)** appoint Bell to act as your agent solely to ensure Bell can provide you with the requested Bell Services, including (if necessary) cancelling services with your current service provider(s) and ensuring Bell's right to access and use the inside wiring at your Service Address; **(b)** provide Bell (including our third-party agents or contractors) access to your property or premises for installation, maintenance and related purposes, as more particularly described in these terms of service; and **(c)** if you selected a self-installation option, set up the Equipment within the time frame specified by Bell. Bell is not responsible for the state or condition of existing wiring or Your Equipment (see **Section 46**) and may require repairs or modifications in order to install Bell Services.

30. **What if I am experiencing technical issues with the Bell Services?** Please contact Bell for technical support. When providing you with technical support, you agree that Bell (including third-party service providers who may be located outside of Canada) may access, take control of the Equipment by remote control, including the installation and, where applicable, de-installation of certain software. Bell's technical support contact information is set out in **Section 72**.

31. **Are there circumstances when Bell might not be able to provide the Services I ordered?** Unfortunately, yes. The check(s) completed by Bell when you placed an order for Bell Services are preliminary. The performance and availability of the Service may depend on several factors, including the location of Equipment (see **Section 46**), the structure to which the Equipment is attached, the configuration of the Equipment, demands on the network and/or network congestion, weather conditions, geography or even third-party restrictions that Bell does not control. Bell has the right to provide the Bell Service and Bell Equipment that Bell finds better suited to your particular circumstances. Certain Bell Services may not be available and/or offered from time to time and Bell may cancel such services as set out in **Section 67**. Bell may not be able to provide a Bell Service (including certain Bell Equipment) to you up to, including, and after installation or Bell may refuse to provide a Bell Service to you, if in doing so, it would have to incur unanticipated, unusual or unreasonable expenses (such as securing rights of way or special construction or providing service to certain conference or adult services or to high-cost areas to an extent not supportable by your rate plan and Fees).

32. **I subscribe to the Fibe TV App Service. Do I also have to subscribe to Bell Internet?** Yes. You must continuously subscribe to a Bell Internet Service package that is eligible for use with the Fibe TV App Service. Not every Bell Internet Service package is eligible for use with the Fibe TV App Service.

33. **Do I own the numbers/identifiers that Bell assigns to me?** No. Bell may issue or assign to you certain unique identifiers for the Bell Services (for example, a phone number, IP address, email address, web space URL, host name, etc.). You do not own or acquire any right in any assigned number or identifier. Bell may change, withdraw or re-assign any number, email address or other identifier.

34. **How do I transfer Bell Service(s) (including a phone number that has been provided to me)?** The process depends on whether you are transferring services (or a phone number) to or from Bell.

**a) Transfers to Bell.** Bell will request your existing service provider to “transfer-in” or “port-in” your existing assigned phone number and/or transfer your existing service(s) if you: **(i)** confirm 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 owed to your existing service provider, including any applicable cancellation charge.

**b) Transfers from Bell.** Upon your request or at the request of your new service provider, if your assigned account, phone number and/or Bell Service(s) are active, Bell will, upon cancellation of the applicable Bell Services, process a transfer request (or in the case of a phone number assigned to you, a “transfer-out” or “port-out” request), to your new chosen service provider. You are responsible for all Fees and taxes associated with the transfer from Bell, including any applicable Cancellation Charges (see **Section 63**).

Bell is not responsible for any interruption, disruption or disconnection of any services or loss of any promotions associated with a transfer request. Before your new service provider cancels a Bell Service on your behalf, it is your responsibility to review the impact such cancellation may have on your eligibility for any discounts or promotions associated with any other Bell Services. A transfer request does not include the transfer of any associated services (including voicemails), or Bell Equipment.

35. **Am I responsible for content that I provide in connection with Bell Services?** Bell assumes that you own any content you post, upload, store, transmit or communicate to others using the Bell Services, including data, documents, videos, music, photos, etc. or that you have the necessary rights to use it. You are responsible for this content. Bell is not responsible for the unauthorized use or distribution of this content (including third-party content).

36. **Can Bell use my content?** To provide Bell Services, Bell may need to use, copy, adapt, transmit, display, publish and perform, distribute and create compilations and derivative works from your content. By agreeing to receive the Bell Services, you waive your moral rights and you authorize Bell to perform these activities in relation to your

content anywhere in the world, solely as required for Bell to provide you the Bell Services. You acknowledge that Bell may store your content so you can access such content, but that if you fail to access such content within a certain period of time (as determined by Bell), or if the applicable Bell Service is cancelled, Bell may delete such content without notice to you.

37. **What content does Bell provide?** Bell provides content as part of certain Bell Services, including programming packages and subscriptions, personal video recorder (“PVR”) services, pay per view (“PPV”) services, on-demand (“On Demand”) services, interactive services, applications, à la carte programming and any other related Services that Bell provides to you (“Programming”). Certain Programming, features and/or services (for example, PVR, PPV, and On Demand services) may not be available with certain Bell Services and/or certain Personal Devices (see **Section 41**).

38. **What are the rules for PPV and On Demand services?** All sales of PPV or On Demand Programming are final. If Bell is unable to provide any PPV or On Demand Programming that you have ordered, Bell will credit you the amount charged for that PPV or On Demand Programming. To the extent permitted by applicable law, Bell is not responsible for cancelled events or failure to provide any PPV or On Demand Programming. Certain PPV or On Demand Programming may only be ordered if you also subscribe to other Programming. You must have a continued subscription to Bell TV to access PPV or On Demand Programming. On Demand Programming on DTH may be subject to data usage charges.

39. **What are the rules for premium sports Programming?** When you subscribe to premium sports Programming (“Premium Sports”), your subscription continues from season to season at the then-applicable rate and may be billed on an installment basis. You will be provided with notice of the applicable pre-season cancellation deadline before the season starts, so that you may cancel your subscription without charge. If you cancel after the applicable pre-season cancellation deadline, you must pay the full amount (or any remaining installments) for the season. No credit or refund will be provided after the pre-season cancellation deadline.

40. **Is the Programming I subscribe to always available?** All Programming is provided on a “subject to availability” basis and is subject to change. Certain Programming, including sports events, may be “blacked out” in your area of reception sometimes for copyright or other reasons. Programming may also be discontinued by the Programming provider or subject to temporary interruption due to causes outside of Bell’s control (such as the weather or satellite failure). Any refund or credit for interruptions or unavailability is entirely at Bell’s discretion. Bell will not refund charges or credit you for any blackout period.

41. **Can I watch the Programming I subscribe to on my personal devices or just my TV?** Where permitted by the Programming provider, Bell may authorize you to receive and view select Programming on certain end-user devices such as personal computers, tablets, mobile devices, streaming devices and other supported devices using specified authentication credentials (“Personal Devices”), in addition to your TV. The Fibe TV App Service may only be accessible via Personal Devices. If you subscribe to the Fibe TV App Service or if you are a Fibe TV or DTH subscriber accessing Programming through a Personal Device, you may activate a maximum of five devices on your account at any time unless Bell tells you otherwise (on your personal computer each browser will count as one device). **Note, viewing of Programming on Personal Devices may be subject to any data usage charges regularly associated with the use of such Personal Devices. Interactive services and applications also may incur additional data usage charges (including when accessed through a receiver). Viewing Fibe TV App Programming through any Internet service other than your Bell Internet Service that is eligible for use with the Fibe TV App Service may be subject to data usage charges. You are responsible for any data usage charges.**

42. **Can I share my Programming and can I watch it anywhere?** The right Bell provides you to receive and view the Programming is for your private viewing at the Service Address provided to Bell and on certain Personal Devices. Other than as authorized by Bell for viewing on certain Personal Devices, you agree not to access, receive, listen to or view (or try to access, receive, listen to or view) any of the Programming outside of your private residence which you listed as your Service Address. This restriction applies whether the Service Address you provided is your primary residence or a vacation property or secondary location, such as a camper or recreational vehicle. You may not maintain multiple receivers on one Bell TV account that are active at different locations simultaneously. If you are accessing Fibe TV App Programming via any Internet service other than your Bell Internet Service that is eligible for use with the Fibe TV App Service, certain Programming may be unavailable. You may not share any of your account or authentication credentials (for example, any username or password) that may be used to access any Services, including

Programming, with any person that is not currently a resident at your private residence which you listed as your Service Address.

43. **Can I rebroadcast or copy the Programming I subscribe to?** No. The Programming may not be rebroadcast, copied, 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 Programming provided by Bell. However, you may use PVRs or similar devices for private, non-commercial recording of Programming.

44. **Can I make changes to the Programming I subscribe to?** Yes. You may order new Programming (and obtain information about applicable charges) or downgrade your Programming online through MyBell ([mybell.ca](http://mybell.ca)) or by contacting Bell Client Care. For certain changes or if your account is not in good standing, you may not be able to make changes online and should contact Bell Client Care. Bell's contact information is set out in **Section 72**.

45. **Is there a minimum subscription period for certain Programming?** Yes. Certain Programming may be subject to a minimum subscription period and if so, we will let you know. Bell will deactivate this Programming effective as of the next billing cycle date after Bell receives your request. No credit or refund will be payable in respect of such cancelled or downgraded Programming. Please note, Premium Sports is subject to specific cancellation rules. See **Section 39** for more information about Premium Sports.

## Equipment

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46. **Who is responsible for the Equipment I need to use the Bell Services?** You are responsible for the equipment, devices and systems you own, for example, your computer, TV, streaming device ("**Your Equipment**") and any Bell Equipment you use with the Bell Services (together, "**Equipment**") and all associated risks. You are responsible for maintaining safe access to and the security of the Equipment, and any data backup required, is your responsibility. You must take reasonable care of any Bell Equipment and maintain it in good working condition following the manufacturer's recommendations ("**Good Condition**"). Bell may replace, upgrade or modify the Bell Equipment required for the use of Bell Services, migrate your Bell Services to other networks or platforms, or change its suppliers. You must ensure that at all times Your Equipment meets Bell's minimum requirements (see [bell.ca/minreq](http://bell.ca/minreq)) to use Bell Services and is compatible with Bell Equipment.

47. **How is the Equipment installed?** All Bell Equipment must be installed and activated by Bell at the Service Address, unless Bell makes a self-installation option available (self-installation may also be available for other Equipment). If you choose any self-installation option, you are responsible for and assume all risks and liability associated with installation, activation and use, including any deviation from any recommendation provided by Bell or the manufacturer on the set-up and use of the Equipment. The installation and activation of Equipment by Bell or you may be subject to charges. If you subscribe to Fibe TV or DTH Services, you may activate a maximum of **10** receivers or **6** receivers, respectively on your account at any time (whether the receivers are Your Equipment or Bell Equipment) unless Bell tells you otherwise. If you miss your installation appointment with Bell, Bell may, in its discretion, charge you a missed appointment fee representing an estimate of damages suffered by Bell as a result. If you selected a self-installation option you must set up the Equipment within the time frame specified by Bell, otherwise your order may be cancelled (see **Section 65**).

48. **What happens if Equipment becomes out of date?** Bell may change the minimum requirements for Equipment, in which case you may need to update or replace Your Equipment. If you fail to do so, Your Equipment might not be adequate to access or use Bell Services and your only remedy is to cancel the affected Bell Services. Bell does not guarantee that Bell Services will be compatible with all system configurations.

49. **Does Bell provide software updates?** You agree to Bell installing, modifying or removing Bell (or other) software on your Equipment to the extent such downloads are reasonably necessary for the continued efficient operation of your Bell Services. For example, without additional notice Bell may update or upgrade, modify or remove the software to ensure it remains compatible with and functions properly with any technological improvements to the Bell Services. These installs, modifications, updates or removals may be required for you to continue receiving the Services.



50. **Can I move the Equipment once it is installed?** Unless Bell tells you otherwise, you must not use, alter or disturb any Equipment or the inside wiring in any way that might impact the provision of Bell Services. Remember that additional Fees may apply if any repair or restoration is required unless Bell tells you otherwise.

51. **What are my Equipment options?** You may be able to purchase equipment from Bell that is needed to receive the Bell Services (for example, TV receivers). You may also be able to rent the Bell Equipment needed to receive the Bell Services. Rented Bell Equipment will remain the property of Bell, unless you exercise an option to purchase the Bell Equipment (only available for TV receivers rented under the Rental Choice Plan described below). Bell may, in its discretion and at any time, replace any part of the Bell Equipment with new or refurbished equipment of comparable functionality. Note that all SmartCards always remain the property of Bell even in the case of DTH TV receivers purchased by you. Any limited warranties found in the user manuals of any Bell Equipment do not apply to rental equipment.

**a) What happens if Bell Equipment is lost, stolen or damaged?** If you rent Bell Equipment, the risk of loss, theft or damage passes to you when the Bell Equipment is delivered to your Service Address. You are responsible for replacing Bell Equipment at your own cost and for all Fees incurred as a consequence of its loss, theft, destruction or damage. To the extent permitted by applicable law, Bell may, in its discretion, enter onto your property and inspect, maintain, repair, relocate or replace any Bell Equipment as needed.

**b) When do I return Bell Equipment?** You will follow Bell's instructions regarding the return to Bell of all Bell Equipment, which must be returned in Good Condition (reasonable and normal wear and tear excepted) within **30** days of **(i)** the cancellation (by you or Bell) of the applicable Bell Service or this Contract; or **(ii)** Bell's request.

**c) What happens if I don't return Bell Equipment or return it damaged?** To the extent permitted by applicable law, if you fail to return any of the Bell Equipment as required by Bell in Good Condition within **30** days, Bell may charge you the Bell Equipment non-return fees as set out in **Schedule A**, plus applicable taxes.

**d) What happens to the Bell Equipment when it is no longer useful?** Upon cancellation, or at the end of the Bell Equipment's expected useful life (as determined by Bell), Bell may **(i)** attend at your Service Address to remove the Bell Equipment (in whole or in part) subject to a removal fee, in which case you will obtain and grant, at your cost, all approvals necessary for Bell to attend at your Service Address for de-installation and removal of Bell Equipment; **(ii)** abandon and leave the Bell Equipment (in whole or in part) at your Service Address; or **(iii)** request that you return the Bell Equipment as set out above.

**e) What is the Rental Choice Plan?** Notwithstanding any other provision of this Contract, if you are renting your Bell Equipment under the Rental Choice Plan ("**RCP**"), the rental term for your rented Bell Equipment cannot exceed **36** consecutive months. If you choose to continue to rent the Bell Equipment on an ongoing monthly basis and your rental term continues for **36** consecutive months, then, provided you have made **36** consecutive payments of the monthly rental Fees and have paid all other applicable fees, charges and taxes, and you have complied with this Contract, you will have the option, exercisable by your notice to Bell within **30** days after the end of your **36<sup>th</sup>** consecutive month of rental, to retain possession of, and acquire title to and ownership of the rented Bell Equipment. If you do not exercise this option, you must return the rented Bell Equipment in accordance with the above.

### **Warranties and Bell's Liability (Not Applicable to Customers in Quebec)**

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52. **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. Bell assumes no liability for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of any Bell Services (including any service outage), even where such unavailability occurs after installation or activation of the Bell Services.

53. **Does Bell issue credits for service outages?** Any credit or refund for any service unavailability or service outage is entirely at Bell's discretion.

54. **Are there any warranties on Equipment that I purchase from Bell?** To the extent permitted by applicable law and 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 Equipment that you purchase, or otherwise acquire title to and ownership of, from Bell. Your Equipment may have a manufacturer's warranty. Please review any manufacturer's warranty to understand what protection it offers and how long it lasts. Check the materials provided with Your Equipment for any applicable warranty (please note, if you previously purchased a battery from Bell, you can also visit [bell.ca/battery](http://bell.ca/battery) for any applicable warranty).

55. **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 service fees payable during any service outage. Other than the foregoing 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.**

56. **Are there any circumstances when Bell has no liability at all?** In addition to the circumstances described elsewhere in this Contract 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: **(a)** its entry onto your property to inspect, maintain, repair, relocate or replace any Bell Equipment; **(b)** any missed installation or other appointment for any Bell Services; **(c)** de-installation or removal of the Bell Equipment; or **(d)** distribution of content by you or third-parties. More generally, to the extent permitted by applicable law, Bell will not be responsible for failing to meet obligations due to causes beyond its reasonable control, including work stoppage, labour disputes and strikes (including those involving Our Companies), pandemics, war, terrorism, civil insurrection, any law, order, regulation or direction of any government, failure of the public power grid, unlawful acts, your failure to act in accordance with this Contract, or the act or omission of a telecommunications carrier whose network is used in establishing connection to a point which Bell doesn't directly serve, acts of nature and all other *force majeure* events.

### **Warranties and Bell's Liability (Applicable to Customers in Quebec)**

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57. **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.

58. **Does Bell issue credits for service outages?** Any credit or refund for any service unavailability or service outage is entirely at Bell's discretion.

59. **Are there any warranties on Equipment that I purchase from Bell?** 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 Equipment that you purchase, or otherwise acquire title to and ownership of, from Bell. Your Equipment may have a manufacturer's warranty. Please review any manufacturer's warranty to understand what protection it offers and how long it lasts. Check the materials provided with Your Equipment for any applicable warranty (please note, if you previously purchased a battery from Bell, you can also visit [bell.ca/battery](http://bell.ca/battery) for any applicable warranty).

60. **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 service fees payable during any service outage.**

61. **Are there any circumstances when Bell has no liability at all?** Bell will not be responsible for failing to meet obligations due to causes beyond Bell's reasonable control, including: **(a)** any law, order, regulation or direction of any

government; **(b)** work stoppage, labour disputes and strikes; **(c)** unlawful acts; **(d)** failure of the public power grid; **(e)** your act or failure to act in accordance with this Contract; **(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.

## Cancelling and Suspending Bell Services

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62. **How can I cancel my Bell Services?** We'll be sorry to see you go, but if you need to, you may contact Bell to cancel some or all of your Bell Services with the date on which you want cancellation to be effective (subject to any minimum subscription periods that may apply to certain Programming and the Premium Sports cancellation rules). Bell's contact information is set out in **Section 72**.

63. **What charges am I responsible for when my Bell Services end?** Upon cancellation, you must pay all amounts owing, including all Fees and applicable taxes for Bell Services which have been provided up to your last date of service. As noted, a minimum subscription period may apply to certain Programming and Premium Sports is subject to specific cancellation rules. In addition, to the extent permitted by applicable law, if you cancel a Bell Service that is subject to a Fixed Term prior to its expiration date, or if Bell cancels for cause your Bell Service that is subject to a Fixed Term, then you must pay Bell the cancellation charge applicable to that Service set out in your service details or **Schedule A ("Cancellation Charge")**, plus applicable taxes. The Cancellation Charge is not a penalty; it is an estimate of damages suffered by Bell as a result of your early cancellation of Bell Services.

64. **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 balances not refunded in this manner, you must contact Bell to request that we mail a cheque to your preferred mailing address.

65. **What happens if my Bell Services are cancelled prior to activation?** If you selected a self-installation option and fail to install or activate the Equipment within the time frame specified by Bell, Bell may cancel your order. If you fail to promptly return the Equipment to Bell in Good Condition, Bell will charge you the Equipment non-return fees as set out in **Schedule A**, plus applicable taxes. To the extent permitted by applicable law, if you cancel your order prior to activation of any Bell Service you may be charged a cancellation fee, plus applicable taxes, representing an estimate of damages suffered by Bell as a result of your failure to activate the Bell Service.

66. **Can Bell suspend or cancel Bell Services?** Yes, at any time Bell can, without notice and for cause, suspend or cancel any order, the Bell Services in whole or in part (including blocking numbers or area codes or disconnecting your access to Programming), or disable Bell Equipment. Cause includes the situations listed below:

**a)** you breach or fail to comply with any part of the Contract, including if: **(i)** you fail to pay Bell in accordance with this Contract, you are late paying any deferred amounts under any payment arrangements with Bell, or you have previous past due amounts owing to Bell or a Bell company referred to in **Section 25** (see **Section 20** if you dispute any Fees that are past due); or **(ii)** you (or any user, authorized or not) fail to comply with the Responsible Use Policy; or

**b)** your use of Bell Services is not consistent with your ordinary usage patterns.

In taking any action under this **Section 66**, Bell will comply with the CRTC's Deposit and Disconnection Code and the Internet Code, as applicable.

67. **Can Bell cancel my Bell Service or my Contract?** Yes. To the extent permitted by applicable law, Bell can cancel any Bell Service or this Contract 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 Bell Service to which you subscribe.

68. **Do I still have to pay Bell if my Bell Services are suspended?** Yes. You are responsible to pay for Bell Services (including Bell Equipment) even while they are suspended. If the reason for suspension has not been resolved within **14** days from the suspension date, Bell may cancel your Bell Service and recover any Bell Equipment. If you wish to resume your subscription to any Bell Service, you shall pay any amounts owing and the applicable installation

and/or (re)activation fee set out in **Schedule A**, plus applicable taxes. You are responsible for notifying any third-party providers of services, merchandise or information of the cancellation of the Bell Services or this Contract.

69. **Does any part of this Contract continue after cancellation of Bell Services?** Yes. Rights and obligations which by their nature continue beyond cancellation will continue to survive and remain in effect even after the applicable Bell Service or Contract has been cancelled. This includes, but is not limited to, the following sections: **Sections 13-16 (Your Information and Communications Preferences), Sections 18-25 (Fees, Billing and Payment), Sections 46, 51 (Bell Equipment), Sections 52-61 (Warranties and Bell’s Liability), this Section 69 and the last paragraph of Section 12.**

### Get More Information/Contact Bell

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70. **Is this Contract available in alternative formats?** Yes. You can request alternative formats and find more information about Bell’s accessibility services 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 you can call 310-BELL or 1 800 668-6878 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.

71. **Where can I find more information about Internet and TV trial periods for persons with disabilities?** If you (or a member of your household) are an Internet and/or TV customer with a disability, you are entitled to a trial period of **30** days to determine if Bell Internet and/or Bell TV and related Equipment meet your needs. During any such applicable Internet trial period, your available Internet usage will be equal to the monthly Internet usage of your selected plan. For more information, contact the Accessibility Services Centre (see **Section 70** above for contact information).

72. **How do I contact Bell Client Care?** If you have any questions or concerns about your Bell Services or your Contract, we’d be happy to help. Contact information is provided below. Please note, the Bell Internet, Home phone, Fibe TV, and Fibe TV App Services are provided by (and your Contract is with) Bell Canada; the Satellite Television Services are provided by (and your Contract is with) Bell ExpressVu LP.

Contact Information	Technical Support
<p><b>BY PHONE:</b></p> <ul style="list-style-type: none"> <li>• From Ontario or Quebec: 310 BELL (2355)</li> <li>• From elsewhere: 1 800 668-6878</li> </ul> <p><b>ONLINE CHAT:</b></p> <ul style="list-style-type: none"> <li>• <a href="http://bell.ca">bell.ca</a></li> </ul>	<p><b>BY PHONE (INTERNET, HOME PHONE, FIBE TV):</b></p> <ul style="list-style-type: none"> <li>• From Ontario or Quebec: 310 BELL (2355)</li> <li>• From elsewhere: 1 800 668-6878</li> </ul> <p><b>BY PHONE (SATELLITE TV):</b></p> <ul style="list-style-type: none"> <li>• 1 888 759-3474</li> </ul> <p><b>BY PHONE (FIBE TV APP):</b></p> <ul style="list-style-type: none"> <li>• 1 866 376-3338</li> </ul>
<p>For information about how to escalate complaints within Bell, please visit: <a href="http://bell.ca/heretohelp">bell.ca/heretohelp</a></p>	

73. **Does Bell provide tools to help manage my bills?** Yes. Through MyBell, Bell provides tools to view your account balance, get an explanation of your charges, make payments and more. Visit [mybell.ca](http://mybell.ca) to set up your MyBell account.

74. **What if I have a complaint that Bell hasn’t been able to resolve?** If you have a complaint that Bell Client Care (contact information listed above) has been unable to resolve to your satisfaction, you can contact the Commission for Complaints for Telecom-television Services (“**CCTS**”): P.O. Box 56067 – Minto Place RO, Ottawa, Ontario, K1R 7Z1. 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: [ccts-cprst.ca](http://ccts-cprst.ca).

75. **Where do I find information about the Internet Code and TVSP Code?** Information about the CRTC’s Internet Code and TVSP Code can be found at [crtc.gc.ca](http://crtc.gc.ca).

## SCHEDULE A: FEES

In addition to the Fees set out in your service details or on [bell.ca](http://bell.ca), to the extent permitted by applicable law, you may be subject to some of the following account or service Fees or charges. All Fees and charges are subject to change in accordance with the Contract. All Fees and charges are subject to applicable taxes and are per occurrence unless otherwise specified by Bell. Additional Fees not set out below may apply depending on the Bell Service ordered and your Service Address. You will be notified of any such additional Fees prior to being charged. Fees may be lower in certain locations, cases or where required by law.

ACCOUNT FEES	AMOUNT
Late Payment Charge	<b>3%/mo. or 42.585%/year</b>
Reactivation Fee (account suspended for non-payment)	<b>\$49.95</b>
NSF / Returned Payment / Pre-Authorized Payment Denial*	<b>\$15.50</b>
Move Administration Fee	<b>\$30.00/ or \$49.95/move</b>
Payment made through Client Care Representative	<b>\$2.00</b> ; online payments are free
Equipment Relocation Fee / Wiring Repair Fee	<b>\$75.00</b>
Paper Bill Reprint Fee	<b>\$5.00/bill</b>
Temporary Suspension (minimum 4 weeks, maximum 6 months)	<b>\$49.00</b>
SERVICE FEES	AMOUNT
<b>Bell Home phone</b>	
Installation Fee	<b>\$49.95</b>
Phone Jack Installation (first phone jack per technician visit)	<b>\$75.00</b>
Phone Jack Installation (each additional phone jack per technician visit)	<b>\$50.00</b>
Early Cancellation Charge (1-year Fixed Term)**	<b>\$50.00</b>
Early Cancellation Charge (2-year Fixed Term)**	<b>\$100.00</b>
<b>Bell Internet</b>	
Installation Fee	<b>\$99.95</b>
Modem Rental Fee	<b>\$129.95 or \$199.95</b>
Early Cancellation Charge (1-year Fixed Term)**	<b>\$75.00</b>
Early Cancellation Charge (2-year Fixed Term)**	<b>\$150.00</b>
Modem Non-Return Charge	<b>\$199.00</b>
Wi-Fi Pod Mini / Wi-Fi Pod Non-Return Fee	<b>\$50.00/pod or \$100.00/pod</b>
<b>Bell TV</b>	
Installation Fee (new Fibe TV or DTH customer, up to 3 receivers)	<b>\$249.95</b>
Installation Fee (existing customer, first receiver)	<b>\$75.00</b>
Installation Fee (each additional receiver)	<b>\$50.00</b>
Replacement SmartCard	<b>\$69.00/card</b>
Replacement TV Remote Control	<b>\$30.00</b>
Reactivation Fee (disconnect then reconnect)	<b>\$50.00</b>
Early Cancellation Charge (2-year Fixed Term; within first year)**	<b>\$150.00</b>
Early Cancellation Charge (2-year Fixed Term; within second year)**	<b>\$75.00</b>
Receiver Non-Return Fee (SD Receiver)	<b>\$99.00</b>
Receiver Non-Return Fee (HD Receiver)	<b>\$199.00</b>
Receiver Non-Return Fee (HDPVR/dual tuner Receiver)	<b>\$499.00</b>
Receiver Non-Return Fee (4K Receiver)	<b>\$599.00</b>

\* Not applicable to customers in Quebec.

\*\* The Early Cancellation Charge is consideration for the Bell Services.



## SCHEDULE B: RESPONSIBLE USE OF BELL SERVICES

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**Are there any rules regarding my use of Bell Services?** Yes. Abuse or misuse of Bell Services or the Bell network impacts every customer of Bell and is something Bell takes very seriously – **and which could result in the cancellation of your Contract with Bell (see Section 66), or lead to criminal or civil charges.** Remember that Bell Services include Bell Equipment. Bell may modify, remove or disable the software used in Your Equipment so that Your Equipment no longer works or immediately suspend, restrict, change or cancel all or part of your Bell Services or take other necessary protective measures if Bell has reasonable grounds to believe there is a breach of any of these provisions (by any user, authorized or not). For example, you are prohibited from:

- a)** using, enabling, facilitating, or permitting the use of any Bell Service for an illegal purpose, criminal or civil offence, intellectual property infringement, harassment (including disruptive, intimidating, annoying or offensive calls/transmissions), or in a manner that would breach any law, regulation or the policies of any Internet host, or cause interference with Bell's network operations (including preventing a fair and proportionate use by others);
- 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 provided to you by Bell for the use of software, content (including Programming) 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 email determined by Bell to be spam from your in-box to an anti-spam folder and delete this email; 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 exploitation 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 any Bell Service for anything other than private, personal, family or household use (such as reselling, remarketing, transferring, sharing or receiving any charge or other benefit for the use of any Bell Service);
- f)** sharing any of your account or authentication credentials (for example, any username or password) that may be used to access any Services with any person that is not currently a resident at your private residence which you listed as your Service Address;
- g)** attempting to receive any Bell Service without paying the applicable Fees, modifying or disassembling Bell Equipment, changing any identifier issued by Bell or a Bell company, attempting to bypass Bell's network, or re-arranging, disconnecting, removing, repairing or otherwise interfering with Bell Services, Bell Equipment or Bell's facilities;
- 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 information 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, Bell's network or any other Bell customer 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.

**How does Bell help to ensure fair network access, efficient operation and the responsible use of Bell Services?**

Bell works hard to ensure fair network access to all users and the continuous, efficient operation of the Bell Services. Bell may manage network resources using methods which include: **(a)** prioritization or deprioritization of network access; and **(b)** Internet traffic management practices such as allocation of bandwidth (which may impact speeds), filtering for spam and malicious or illicit content, anti-virus mechanisms or other measures to protect the integrity of the network (such as the blocking of your traffic or other traffic in the event of denial of service attacks), all in a manner consistent with applicable law. For a description of our Internet traffic management practices, please visit [bell.ca/ITMP](http://bell.ca/ITMP).

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## COMMITMENT TO PRIVACY

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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 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 operations; or
  - meet our legal and regulatory requirements.

Where necessary, we will request your further consent before using your Personal Information for any new purpose(s) beyond those described above.

- 4. When is my Personal Information disclosed?** Your Personal Information may be shared among the Companies and brands, including Virgin Mobile 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).

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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: 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.

- 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](http://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](http://bell.ca/privacy) for additional information. The [bell.ca/privacy](http://bell.ca/privacy) pages include frequently asked questions on topical privacy issues.
- 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).