

## BELL BUSINESS TERMS OF SERVICE

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The service details, these terms of service and any attached schedules (“**Schedules**”), along with any amendments, all taken together form the entire contract (“**Contract**”) between you as well as your business (“**Customer**” or “**you**”) and Bell Canada and/or (based on where your place of business is located or 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. We rely upon your word that you are authorized to enter into this Contract and to bind your business. 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?** You accept this Contract on the earlier of the date: **(a)** you receive a copy of these terms of service; **(b)** installation has commenced; or **(c)** you access or use the 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 covers the services you ordered, we install or activate, or that we otherwise provide to you (“**Services**”). The Services include business Internet (“**Internet**”), business phone (“**Phone**”), business television (“**TV**”), and any additional features. TV Services include Internet protocol television (“**Fibe TV**”), direct broadcast satellite television (“**Satellite TV**”) and Programming (see **Section 36**).

The Services include equipment we own (including equipment we rent to you) (“**Our Equipment**”) that you may need to receive the Services, such as devices, receivers, certain remotes, SmartCards, modems, routers, Wi-Fi pods, accessories, hardware, networks, platforms, certain batteries and/or other products. Our Equipment does not include equipment you own, including that which you may have purchased from us.

The Services do not include mobile wireless services provided by Bell Mobility Inc. or Bell Business Security and Automation services provided by AlarmForce Industries Inc. Terms of service for other Bell services can be found at [bell.ca/Business\\_Legal](https://bell.ca/Business_Legal).

**3. I subscribe to a Service that is regulated by the CRTC. Does this Contract still apply?** For Services regulated by the Canadian Radio-television and Telecommunications Commission (“**CRTC**”) (“**Regulated Services**”), the tariff located at [bell.ca/tariffs](https://bell.ca/tariffs) (“**Tariff**”) 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 a Regulated Service?** If the CRTC decides it will no longer regulate a Regulated Service or a feature of a Regulated Service (sometimes referred to as “forbearance”), then we will continue to honour the terms of the Tariff as though your Service were still regulated until the term (which is called your “minimum contract period” in the Tariff) expires. After the minimum contract period expires, only this Contract will continue to apply.

**5. What laws apply to this Contract?** Because we are federally regulated, this Contract is governed by the federal laws and regulations of Canada and any provincial laws which might apply to us in the province in which the Services are provided.

**6. How are claims resolved?** All claims and other disputes you may have against us under the law, in contract, in tort or otherwise, in connection with the Contract, the Services or our advertising or marketing, will be determined by final and binding arbitration by a single arbitrator, to the exclusion of the courts, in the province or territory of your billing address, in accordance with: **(a)** the arbitration policy at [bell.ca/ArbitrationPolicy](https://bell.ca/ArbitrationPolicy), as amended; and **(b)** the applicable arbitration legislation in effect in the province or territory of your billing address. If your billing address is outside of Canada, the arbitration shall take place in Ontario, in accordance with the arbitration legislation in effect in that province.

**7. Can this Contract be transferred?** We 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 Service without our prior written consent.

**8. 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 us. Remember that even if we do not enforce any part of this Contract for any period of time, the term still remains valid and we can enforce it in the future.

**9. Est-ce que je peux recevoir ce Contrat en français plutôt qu'en anglais?** Vous recevez ce contrat en anglais car vous en avez fait la demande. Mais si vous souhaitez que ce contrat soit plutôt rédigé en français, veuillez communiquer avec nous (nos coordonnées sont à **article 63**).

**10. Can Bell make changes to this Contract?** Yes. We may change the Services, and any term or element of the Contract, including the Fees (see **Section 17**). For Services provided with a Fixed Term (see **Section 16**), we may, every calendar year, increase the Fees up to \$5. If required, we will give you notice of these changes in writing, at least **30** days before the effective date, using a reasonable method to bring it to your attention, such as by posting it on [bell.ca](https://bell.ca), by including it on or with your bill or by sending it to you by email. No other statements (written or verbal) will change or amend this Contract.

**11. What if I want to refuse a change you make to this Contract?** If you want to refuse the change, your remedy is to cancel the impacted Service or the Contract (see **Section 56**).

**12. 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 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 the Services or features that may be available, including applicable fees, contact us. For certain changes or if your account is not in good standing, you may not be able to make changes online and should contact us. Our contact information is set out in **Section 63**. For more information about making changes to TV Programming, see **Section 42**.

## 9-1-1

**13. Are there any times when 9-1-1 is not available?** Yes. The Services, including the 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 security alarms (including some monitored by us) or monitored medical devices that use the Services as a communications pathway may also not function during network outages.

In addition, the Services provided over fiber-to-the-business ("**FTTB Services**") and the Phone Services using the voice over IP protocol ("**VoIP Services**"), including 9-1-1 Service, will not work:

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

You are responsible for the supply of electrical power necessary for the FTTB Services (including 9-1-1 Service) to work. We recommend you use the battery backup feature in case of a power outage. If you do choose to use the battery backup feature, you are also responsible for the supply of the first battery and any replacement battery unless we provide a battery to you as part of Our Equipment. A fully charged, working battery offers limited standby time for applicable FTTB or VoIP Services during a power outage. You may be able to purchase a battery from us, which will be Your Equipment (see **Section 44**). Please note, if you have third-party communications services or equipment, a monitored security alarm (including some monitored by us) or monitored medical device, these services, equipment, monitored alarms or devices may not function during a power outage without the use of the battery backup feature on the FTTB or VoIP 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.

You are also responsible for the proper maintenance of the FTTB or VoIP Equipment, including monitoring the battery, ensuring the battery remains charged and replacing the battery, if any, and contacting us for technical servicing when prompted to do so or as required, unless we specify otherwise.

**To the extent permitted by applicable law, we are not responsible to anyone for any inability to access 9-1-1 Service or use the FTTB or VoIP Services or the FTTB or VoIP Equipment, or for any interference with, or failure of, third-party communications services or equipment, monitored home security alarms (including Bell Security and Automation) or monitored medical devices as a result of the limitations or your failure to comply with the requirements and recommendations set out in this Section 13.**

**14. Can I access and dial the 9-1-1 Service with VoIP Services?** It depends where you are dialing 9-1-1 from ("**Emergency Call**"):

(a) **Emergency Calls made from your Service Address:** When someone dials 9-1-1 from Your Equipment (see **Section 44**) enabled for the VoIP Service and connected to the VoIP Equipment located at your Service Address (see **Section 15**), your Emergency Call is handled in the same manner as emergency calls dialed from a traditional wireline phone service, that is, the Emergency Call and the Service Address information are automatically sent to the nearest emergency response centre.

(b) **Emergency Calls made using the VoIP Service on a mobile device connected to a mobile wireless network:** When someone dials 9-1-1, the Emergency Call is handled in the same manner as emergency calls dialed from a mobile wireless phone service, that is, your emergency call and location information are automatically sent to the nearest emergency centre.

(c) **Emergency Calls made in Canada from any other location than from the Service Address or from a wireless device that is not connected to a mobile wireless network:** There are important limitations. The Emergency Call and location information are not automatically sent to the nearest emergency response centre. You must inform anyone using the VoIP Service about these limitations. The Emergency Call is first answered by a third-party operator. The person making the call must be ready to provide your location information to the

operator who will then route the Emergency Call to the appropriate emergency response centre based on the information provided. If the caller cannot speak, he or she should not hang up. We make available a portal in which you can verify and update your location. This location information will be transmitted to the operator who will then route the Emergency Call based on the address in the portal. This is why it is crucial that you keep the location information up-to-date in this portal.

You should always attempt to complete 9-1-1 emergency calls through the native dialer of your mobile device or from a landline. If you make a 9-1-1 call using the VOIP Service from a mobile device in a location where the mobile signal strength is low and Wi-Fi signal is strong, turn off your mobile connection to ensure your 9-1-1 call is sent over Wi-Fi. If the mobile wireless connection is not turned off, your device may keep searching for a mobile network, which will prevent your 9-1-1 call from being routed.

**(d) Emergency Calls made from outside of Canada:** Please use another phone service. An operator may answer the call but will not be able to transfer it to the appropriate emergency response centre.

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## Your Information

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**15. How can I be sure that you have accurate contact information for my account?** You are responsible for keeping the contact and payment information you provide up to date. This includes your name, the name of your business, and the name of any authorized users, mailing address, email address, phone number, credit card or bank account information and the business address where the Services are provided ("**Service Address**"). If this Contract is cancelled, you will provide us the forwarding information for final bills or correspondence if your new contact information is different from the information we have on file. All 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.

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## Term and Renewal

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**16. How long is my Contract for my Services?** There is no set period unless you agree to a contract term of greater than 1 month (for example, 12 months) (a "**Fixed Term**") for particular Services. The Fixed Term, upon expiry, renews automatically for the same period as initially agreed to, subject to the then-applicable rates and terms of service. We will notify you of the renewal of the Fixed Term on your invoice, by email, or by any other reasonable method. If, less than 6 months prior to the end of the Fixed Term, you add a new Service, then all your Services (pre-existing and new) may be under a new common Fixed Term, at the then-applicable Fees and terms of service.

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## Fees, Billing and Payment

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**17. How do you charge me for the Services?** We invoice you monthly. Recurring charges are charged in advance. One-time charges are charged to your account at time of order or use unless we otherwise specify. Upon cancellation, the Fees for the Services are prorated to the 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 43 and 38**). You may also be able to purchase certain individual pay per use services not included as part of a Service subscription (for example, PPV, On Demand services (see **Section 36**) 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 (our contact information is set out in **Section 63**), and may change over time, in some cases without notice. You must pay all fees due for the Services, whether recurring or one-time charges ("**Fees**") and taxes within 30 days of the bill date or at a date specified when you ordered the Service (one date or the other, a "**Due Date**"). If payment is not received by us within 30 days of the Due Date, you will be charged interest from the Due Date on the balance owing at the compounded interest rate set out in **Schedule A**, calculated and compounded monthly from the Due Date ("**Late Payment Charge**"). If your payment is not received within 60 days from the Due Date, we may stop providing you the Services, and you may not access content stored as part of the Services, such as web pages, files and emails. This content will be archived for 30 days (i.e., up to 90 days from the Due Date). If you still have not paid by the end of the archive period, we may destroy your content. Additional Fees may apply to restore access to the content after it was archived. We are not responsible for any errors, loss of information or other mishap during the archive period or after the content is restored. If we or you cancel a Service for any reason, any recurring Fees that were billed at the beginning of the billing cycle will not be refunded. We may bill you for Fees and applicable taxes up to 12 months after the date they were incurred.

**18. How can I pay my bill?** Your bill may set out acceptable payment methods which may change without notice. You may also set up a pre-authorized payment plan. By providing us a credit card or bank account (or other pre-authorized payment method) for your monthly payments, you give us the authorization 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 57**), and this constitutes our 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 us if your credit card or bank account information changes.

**19. 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 Due Date; otherwise you accept all Fees. Disputed Fees will not be considered past due unless we have 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 Due 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.

**20. How do discounts or promotions work?** We apply any discounts, incentives or promotions (including promotional bundle or multi-service discounts or credits) to your account while: **(a)** we maintain these discounts, incentives, or promotions; and **(b)** you meet the applicable eligibility requirements. We may change any discounts, incentives or promotions and the eligibility requirements at any time. Before making changes to your Services (including Programming (see **Section 36**) 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 may not apply to partial billing periods (this means, for example, if a Service is cancelled in the middle of a billing period, you will not receive promotional pricing for that partial billing period).

**21. What additional charges may be applied to my bill?** We 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 the Services). These charges may be found on [bell.ca](http://bell.ca), in **Schedule A**, or by contacting us (our contract information is set out in **Section 63**), and may change over time.

**22. Am I responsible for usage charges over my plan limits?** Yes, any usage in excess of the limits applicable to the 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 Service package. In addition to your usage, please note that certain Equipment (see **Section 44**) and related software used with the Services may automatically and without notice, generate usage. Such usage may include the transmission of data required for the management of the Services and/or the Equipment. You are responsible for all data usage charges, whether resulting from your activity or generated automatically.

**23. What if I have another account with a Bell Company that is in arrears?** If you have another account with a Bell company that is in arrears, we may bill you for, collect or set off any amounts owed to these companies. We may also refuse to provide you with any Services if you do not pay amounts owed to these companies. The “**Bell Companies**” include: Bell Canada, and other brands it operates (Bell Smart Home, Bell Aliant, Bell Aliant Smart Home, Bell MTS, Bell MTS Smart Home, DMTS, KMTS, Ontera, Virgin Mobile Canada), Bell Media Inc., Bell Mobility Inc. and other brands it operates (Lucky Mobile, Solo Mobile and Virgin Mobile Canada), Bell Satellite TV operated by Bell ExpressVu LP, and other affiliates and the brands they operate (Cablevision du Nord de Québec, Groupe Maskatel LP, NorthernTel LP and Télébec LP).

## Responsible Use of the Services

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**24. How does Bell help to ensure fair network access, efficient operation and the responsible use of the Services?** We work hard to ensure fair network access to all users and the continuous, efficient operation of the Services. We 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, we enforce the rules in the “**Responsible Use Policy**” set out in **Schedule B**. You must comply with the Responsible Use Policy and all applicable laws when using the Services. We have the right (but not the obligation) to monitor the Services (electronically or otherwise), including your use of the Services and the location of any Equipment (see **Section 44**) receiving the Services. From time to time, we may ask you to connect the Equipment to a specific network so that we may verify its location and you must immediately do so. We may monitor or investigate any content, use of Programming (see **Section 36**) or your use of our networks, including bandwidth consumption and how it affects operation and efficiency of the network and Services. We 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 the Services and to protect itself or others and ensure the Services are not being used contrary to the Responsible Use Policy.

**25. How can I help protect my account?** You are responsible for the protection of your account(s) and password(s) and for all use of your account, the Services and Equipment by yourself and other users (authorized or not). You must also protect your computer systems, software, and the Equipment (see **Section 44**) from theft, unauthorized use and system corruption. We may require you to create passwords or encryption keys to use certain Service. If you lose these passwords or keys, your content may be lost and we may not be able to retrieve it. You are responsible to back up and safeguard your data, including your email and voicemail messages. We may delete your data if the Service is cancelled, or if you fail to access it within a certain period of time (as we determine). If you have concerns about unauthorized persons ordering 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 Service you are concerned about.

**26. What am I responsible for if my account is compromised?** You must notify us immediately if you suspect unauthorized use of the Services or if Our 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. You cannot share any of your account or authentication credentials (for example, any username or password) that may be used to access any Services other than on your business premises at your Service Address.

## Services

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**27. Do I need to do anything to help you provide the Services to me?** Where required, you shall: **(a)** appoint us to act as your agent solely to ensure we can provide you with the requested Services, including (if necessary) cancelling services with your current service provider(s) and ensuring our right to access and use the inside wiring at your Service Address; and **(b)** provide us (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. We are not responsible for the state or condition of existing wiring or Your Equipment (see **Section 44**) and may require repairs or modifications in order to install the Services. We, or our third party providers, may require that you install software on Your Equipment. In doing so, the right granted to you is limited to a non-exclusive licence to use that software for your own use, on certain of Your Equipment, while you subscribe to the applicable Service.

**28. What if I am experiencing technical issues with the Services?** Please contact us for technical support. When providing you with technical support, you agree that we (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. Our technical support contact information is set out in **Section 63**.

**29. Are there circumstances when you might not be able to provide the Services I ordered?** Unfortunately, yes. The check(s) we completed when you placed an order for the Services are preliminary. The performance and availability of the Service may depend on several factors, including the location of Equipment (see **Section 44**), 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 we do not control. We have the right to provide the Service (including Our Equipment) that we find better suited to your particular circumstances. Certain Services may not be available and/or offered from time to time and we may cancel such services as set out in **Section 60**. We may not be able to provide the Services (including certain of Our Equipment) to you up to, including, and after installation or we may refuse to provide a Service to you, if in doing so, we 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).

**30. Do I own the numbers/identifiers that you assign to me?** No. We may issue or assign to you certain unique identifiers for the 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. We may change, withdraw or re-assign any number, email address or other identifier.

**31. What if a Service requires that I provide a domain name?** You either have to provide your own domain name or we may offer a Service through which we can register or renew one for you, subject to availability and the applicable Fees. In both cases, you are responsible for keeping the domain name active with the relevant third-party registrar (for example, CIRA for the top-level domain .ca). If we register or renew a domain name for you, we are independent from the third-party registrars and we are acting only as that third-party's reseller. You therefore must agree to the terms set out by the third-party registrar and consent to the public disclosure of WHOIS information. We are not responsible for the third-party registrar's actions or decisions. The applicable Fees are non-refundable.

**32. Do I own the web site you designed as part of web site design Services?** When you order Services which include web site design, we build a web site which may be custom-designed or based on our templates, with the content you provide, and according to your specifications. The content you provide remains yours. But all rights relating to the other elements of the web site (such as the template, software, hardware, documentation and the web site itself, whether they are created by us or a third-party provider) remain the property of the third-party provider or ours. We, or our third-party provider, only grant you a licence to use the designed web site for you own use, with our hosting Services. This licence is perpetual, non-exclusive and you cannot transfer it to anyone else. You cannot reproduce, modify reverse engineer, or create derivative works of the designed web site (such as printed materials or trade-marks).

**33. How do I transfer the Services (including a phone number provided to me)?** The process depends on whether you are transferring services (or a phone number) to or from Bell.

**(a) Transfers to Bell.** We 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 us 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 Services are active, we will, upon cancellation of the applicable 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 us, including any applicable Cancellation Charges (see **Section 57**).



We are not responsible for any interruption, disruption, disconnection of any services or loss of any promotions associated with a transfer request. Before your new service provider cancels a 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 Services. A transfer request does not include the transfer of any associated services (including voicemails), or Our Equipment.

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

**35. Can you use my content?** To provide the Services, we 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 Services, you waive your moral rights and you authorize us to perform these activities in relation to your content anywhere in the world, solely as required for us to provide you the Services. You acknowledge that we 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 us), or if the applicable Service is cancelled, we may delete such content without notice to you.

**36. What content do you provide?** We provide content as part of certain Services, including programming packages and subscriptions, pay per view (“PPV”) services, on-demand (“On Demand”) services, à la carte programming, interactive services, applications and any other related Services that we provide to you (“Programming”). Certain Programming, features and/or services (for example, PVR, PPV, and On Demand services) may not be available with certain Services.

**37. What are the rules for PPV and On Demand services?** All sales of PPV or On Demand Programming are final. If we are unable to provide any PPV or On Demand Programming that you have ordered, upon request, we will credit you the amount charged for that PPV or On Demand Programming. To the extent permitted by applicable law, we are 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 the TV Service to access PPV or On Demand Programming. On Demand Programming on Satellite TV may be subject to data usage charges.

**38. 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.

**39. 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 our control (such as the weather or satellite failure). Any refund or credit for interruptions or unavailability is entirely in our discretion. We will not refund charges or credit you for any blackout period.

**40. Can I display the Programming to anyone and anywhere?** The right we give you to receive and view the Programming is for your business, and that of any person that is on your business’ premises which you listed as your Service Address, at no charge. Other than as we authorize it for viewing on your business premises, 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 Service Address. Your Service Address cannot be an entertainment or sports venue such as a theatre, cinema or arena. You may not maintain multiple receivers on one account that are active at different locations simultaneously. You cannot share any of your account or authentication credentials (for example, any username or password) that may be used to access any Services other than on your business premises at your Service Address.

**41. 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 we provide.

**42. 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 by contacting us (our contact information is set out in **Section 63**).

**43. 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. We will deactivate this Programming effective as of the next billing cycle date after we receive your request. No credit or refund will be payable in respect of such cancelled or downgraded Programming. Premium Sports is subject to specific cancellation rules (see **Section 38**).

## Equipment

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**44. Who is responsible for the Equipment I need to use the Services?** You are responsible for the equipment, devices and systems you own, for example, your computer, TV, streaming player (“Your Equipment”) and any of Our Equipment you use with the 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 Our Equipment and maintain it in good working condition following the manufacturer’s recommendations (“Good Condition”). We may replace, upgrade or modify Our Equipment required for the use of the Services, migrate your Services to other networks or

platforms, or change suppliers. You must ensure that at all times Your Equipment meets our minimum requirements (see [bell.ca/minreq](http://bell.ca/minreq)) to use the Services and is compatible with Our Equipment.

**45. How is the Equipment installed?** Our Equipment can only be installed and activated by us at the Service Address, unless we make 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 and use, including any deviation from any recommendation provided on the set-up and use of the Equipment. The installation of the Equipment may be subject to installation or activation charges. If you miss your installation appointment, we may, in our discretion, charge you a missed appointment fee representing an estimate of damages we suffered as a result.

**46. What happens if the Equipment becomes out of date?** We may change the minimum requirements for the Equipment, and the Equipment may need to be updated or replaced. If you fail to do so, the Equipment might not be adequate to access or use the Services and your only remedy is to cancel the affected Services. We do not guarantee that the Services will be compatible with all system configurations.

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

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

**49. What are my Equipment options?** You may be able to purchase equipment from us that is needed to receive the Services (for example, TV receivers). You may also be able to rent Our Equipment needed to receive the Services. Our Equipment will remain our property, unless you exercise an option to purchase Our Equipment. We may, in our discretion and at any time, replace any part of Our Equipment with new or refurbished equipment of comparable functionality. Please note that all SmartCards always remain our property even in the case of Satellite TV receivers purchased by you. Any limited warranties found in the user manuals of Our Equipment do not apply to Our Equipment which is rented.

**(a) What happens if the Equipment is lost, stolen or damaged?** If you rent Our Equipment, the risk of loss, theft or damage passes to you upon the earlier of: **(i)** you taking possession of Our Equipment; or **(ii)** the completion of the installation of Our Equipment. You are responsible for replacing Our 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, we may, in our discretion, enter onto your property and inspect, maintain, repair, relocate or replace Our Equipment as needed.

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

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

**(d) What happens to the Equipment when it is no longer useful?** Upon cancellation, or at the end of Our Equipment's expected useful life (as we determine), we may **(i)** attend at your Service Address to remove Our 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 us to attend at your Service Address for de-installation and removal of Our Equipment; **(ii)** abandon and leave Our Equipment (in whole or in part) at your Service Address; or **(iii)** request that you return Our Equipment as set out above.

## Warranties and Our Liability

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**50. Are there any warranties on the Services?** To the extent permitted by applicable law, we make 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 Services. We assume no liability for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of any Services (including any service outage), even where such unavailability occurs after installation of the Services.

**51. Are credits issued for service outages?** Any credit or refund for any service unavailability or service outage is entirely at our discretion.

**52. Are there any warranties on purchased Equipment?** To the extent permitted by applicable law and unless otherwise expressly provided for in writing, we make no warranties, representations, claims, guarantees or conditions of any nature, express or implied, including fitness for a particular purpose, merchantability, title, non-infringement, and exclude the application of any legal warranty, with respect to Equipment that you purchase, or otherwise acquire title to and ownership of, from us. 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.

**53. How does Bell limit its liability?** To the extent permitted by applicable law, our 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, we are not responsible to anyone for any damages, including direct, indirect, special, consequential, incidental, economic, exemplary or punitive damages.**

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

**55. Do these sections about your liability apply to third parties?** Some parts of the Services (including software) may be provided to you by our third-party providers. These third-party providers are intended to be beneficiaries of this Contract and as such, this Contract, including this section on our liability, also applies to them.

## **Cancelling and Suspending the Services**

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**56. How can I cancel my Services?** We'll be sorry to see you go, but if you need to, you may contact us to cancel some or all of your Services with the date on which you want the cancellation to be effective (subject to any minimum subscription periods that may apply to certain Programming and the Premium Sports cancellation rules). Our contact information is set out in **Section 63**.

**57. What charges am I responsible for when my Services end?** Upon cancellation, you must pay all amounts owing, including all Fees and applicable taxes for 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 Service that is subject to a Fixed Term prior to its expiration date, or if we cancel for cause your Service that is subject to a Fixed Term, then you must pay the cancellation charge applicable to that Service set out in **Schedule A ("Cancellation Charge")**, plus applicable taxes. The Cancellation Charge is not a penalty; it is an estimate of damages we suffered as a result of your early cancellation of the Services.

**58. What happens if I cancel my Services prior to activation?** To the extent permitted by applicable law, if you cancel your order prior to activation of any Service you may be charged a cancellation fee, plus applicable taxes, representing an estimate of damages we suffered as a result of your failure to activate the Service.

**59. Can my Services be cancelled or suspended?** Yes, at any time we can, without notice and for cause, suspend or cancel the Services in whole or in part (including blocking numbers or area codes or disconnecting your access to Programming), or disable Our 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 in accordance with this Contract, you are late paying any deferred amounts under any payment arrangements with us, or you have previous past due amounts owing to us or a Bell Company referred to in **Section 23** (see **Section 19** 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 the Services is not consistent with your ordinary usage patterns.

In taking any action under this **Section 59**, we will comply with the CRTC's Deposit and Disconnection Code, as applicable.

**60. Can my Service(s) or my Contract be cancelled?** Yes. To the extent permitted by applicable law, we can cancel any Service or this Contract upon a minimum of **30 days'** prior written notice to you, including where we stop offering a Service to which you subscribe.

**61. Do I still have to pay if my Services are suspended?** Yes. You are responsible to pay for the Services (including Our Equipment) even while suspended. If the reason for suspension has not been resolved within **14 days** from the suspension date, we may cancel the Service and recover any of Our Equipment. If you wish to resume your subscription to any 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 Services or this Contract.

**62. Does any part of this Contract continue after cancellation of the Services?** Yes. Rights and obligations which by their nature continue beyond cancellation will continue to survive and remain in effect even after the applicable Service or Contract has been cancelled. This includes, but is not limited to, the following sections: **Section 15 (Your Information)**, **Sections 17-23 (Fees, Billing and Payment)**, **Sections 44, 49 (Equipment)**, **Sections 50-54 (Warranties and Our Liability)**, **this Section 62 and the last paragraph of Section 13**.



## Get More Information/Contact Us

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

Contact Information	Technical Support
<b>By phone (Internet, Phone, Fibe TV, Satellite TV):</b> From Ontario or Québec: 310 BELL (2355)  From elsewhere: 1 888 333-2811  <b>Online chat:</b> <a href="http://bell.ca">bell.ca</a>	<b>By phone (Internet, Phone, Fibe TV, Satellite TV):</b> From Ontario or Québec: 310 BELL (2355)  From elsewhere: 1 888 333-2811
For information about how to escalate complaints within Bell, visit: <a href="http://bell.ca/heretohelpbusiness">bell.ca/heretohelpbusiness</a>	

**64. Do you provide tools to help manage my bills?** Yes. Through Business Self-serve ([business.bell.ca/self-serve](http://business.bell.ca/self-serve)), we provide tools to view your bills. Visit Business Self-serve ([business.bell.ca/self-serve](http://business.bell.ca/self-serve)) to set up your profile. By calling 310-BELL, the self-serve menu offers some billing functions.

**65. What if I have an unresolved complaint?** If you have a complaint that we have 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).

## 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 we specify otherwise. Additional Fees not set out below may apply depending on the Service ordered and your Service Address. We will notify you 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	3%/month or <b>42.576%/year</b>
NSF / Returned Payment / Pre-Authorized Payment Denial *	<b>\$30.00</b>
Payment made through Client Care	<b>\$2.00/bill</b> ; online payments are free

SERVICE FEES	AMOUNT
<b>Phone</b>	
Early Cancellation Charge per access *	<b>50%</b> of monthly rate before credits up to <b>\$25.00/month</b> X no. of months remaining in the Fixed Term; max. <b>\$500.00</b>
<b>Internet</b>	
Early Cancellation Charge* per access	<b>50%</b> of monthly rate before credits up to <b>\$25.00/month</b> X no. of months remaining in the Fixed Term; max. <b>\$500.00</b>
<b>Web</b>	
Early Cancellation Charge* – Web Site Design	Monthly rate X no. of months remaining in the Fixed Term
Early Cancellation Charge* – Hosting (within 90 days of subscription)	Domain name registration fee
Early Cancellation Charge* – Hosting (after 6 months)	Monthly rate X no. of months remaining in the Fixed Term
Early Cancellation Charge* – E-commerce store (within 90 days of subscription)	<b>\$99.00</b>
<b>TV</b>	
Early Cancellation Charge* per access	<b>50%</b> of monthly rate before credits up to <b>\$25.00/month</b> X no. of months remaining in the Fixed Term; max. <b>\$500.00</b>

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

## SCHEDULE B: RESPONSIBLE USE POLICY

**Are there any rules regarding my use of the Services?** Yes. Abuse or misuse of the Services or our network impacts every customer and is something we take very seriously – **and which could result in the cancellation of your Contract (see Section 58), or lead to criminal or civil charges.** Remember that the Services include Our Equipment. We 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 the Services or take other necessary protective measures if we have 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: using, enabling, facilitating, or permitting the use of any 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 our network operations (including preventing a fair and proportionate use by others);

**(b)** installing, using or permitting the use of any Services without reading and accepting (or in contravention of) the terms of any separate license agreement or terms of use provided to you by us for the use of software, content (including Programming) and/or documentation (as applicable) in connection with the Services;

**(c)** enabling, facilitating or permitting the transmission of unsolicited messages such as spamming or phishing. We may: **(i)** filter any email we determine 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 you 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 Service for anything other than use for your business (such as reselling, remarketing, transferring, sharing or receiving any charge or other benefit for the use of any Service);

(f) sharing any of your account or authentication credentials (for example, any username or password) that may be used to access any Services other than on your business premises at your Service Address;

(g) used in connection with the Services (whether owned by us or that are used under licence) 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 the Services or using any indemnity or intellectual property except for the express purpose for which such intellectual property is made available to you through the Services;

(h) 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, our network or any of our customers in any way (including analyzing or penetrating a host’s security mechanisms); and

(i) using harassing or abusive language or actions, whether verbal, written or otherwise, directed at our employees, suppliers, agents and representatives.

**How does Bell help to ensure fair network access, efficient operation and the responsible use of the Services?** We work hard to ensure fair network access to all users and the continuous, efficient operation of the Services. We 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).

## 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).

**5. How is my Personal Information protected?** We use appropriate technical and operational security safeguards which vary depending on the sensitivity of the Personal Information in question. All of our employees with access to Personal Information are required to respect the confidentiality of Personal Information. Personal Information we disclose to third-parties is governed by our Privacy Policy through comparable protections in our commercial agreements and is also protected by additional safeguards, if required, depending on the sensitivity of the Personal Information involved.

**6. Can I opt-out of the collection, use or disclosure of my Personal Information by the Companies?** Sometimes. You can opt-out of your Personal Information being used for a variety of marketing communications by us, including telemarketing or addressed marketing mail, or commercial electronic messages like emails and SMS messages. But where your Personal Information is reasonably necessary to provide you with the services you requested or the operation of our network, you cannot

continue to use the services and opt-out of the collection, use and disclosure of your Personal Information because it is a condition of services. In these circumstances, you must terminate your services to stop the collection use and disclosure of your personal information.

**7. Where can I find a copy of the Privacy Policy?** You can get a copy of our Privacy Policy online at: [bell.ca/privacy](https://bell.ca/privacy) or by contacting the Bell Privacy Office using the contact information provided below. Please also visit our privacy pages at [bell.ca/privacy](https://bell.ca/privacy) for additional information. The [bell.ca/privacy](https://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)

**(1)** 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.