

Bell Business IP Voice Standard service
Terms and conditions – Regulated and unregulated
Updated August 20, 2007

IMPORTANT: These terms and conditions contain important information and limitations concerning your Bell Business IP Voice Standard service. You must read these terms and conditions before using your Bell Business IP Voice Standard service as you are bound by them.

1. General.

a. If you are located in a local exchange area, regulated by the Canadian Radio-television and Communications Commission (“**CRTC**”) (“**Regulated Area**”), the Bell Business IP Voice Standard service (“**Service**”) is provided to you in accordance with Bell’s Tariffs, including Bell’s Regulated Terms of Service (“**RTOS**”) and the Business IP Voice Standard Item 7026 Tariff, as approved or amended from time to time by the **CRTC**, and the terms set out below (collectively, the “**Agreement**”).

b. If you are located in an unregulated local exchange area (“**Unregulated Area**”), the Service will be provided to you by Bell in accordance with Bell’s Unregulated Terms of Service (“**UTOS**”) and the specific Terms and Conditions applicable to the Service as set out below. In such a case, you are subject to and bound by the UTOS, your invoice for the Service and these Terms and Conditions (collectively the “**Agreement**”). These Terms and Conditions take precedence over the UTOS to the extent they conflict with the UTOS.

c. If you are a customer in Bell Aliant Regional Communications, Limited Partnership (“**Bell Aliant**”) territory, your Service will be provided by Bell Aliant on the terms and conditions set out in this Agreement, in which case references to Bell mean Bell Aliant.

2. The service.

a. Service description. The Service allows users to initiate or receive real-time voice communications and uses standardized IP methods to transport voice features as data packets over Bell’s managed network. The Service includes an on-line account management application which you can access online with your user ID and password.

b. Your account and responsibility for use through your account. Your access to and use of the Service is through an account (“**Account**”) identifying you as the Account holder through a unique telephone number. In accordance with Article 9 of Bell’s RTOS and Article 7 of the UTOS, you agree that you are solely responsible for all access to and use of the Service through your Account, authorized or not, including without limitation, for all Fees (as defined in Section 4 below).

c. Normal business use of service. You acknowledge and agree that the Service is provided to you for normal and ordinary use in your business. You shall not resell or transfer the Service to any other person for any purpose, or make any charge for the use of the Service.

d. Loss of service due to power failure. You acknowledge and understand that the Service may not function or operate in the event of a power failure and you will continue to be billed for the Service unless and until you or Bell terminate the Service in accordance with this Agreement. In the event of an internet failure you may be unable to manage your Service features online.

Power disruptions or failures and tampering with or otherwise improperly modifying equipment (telephone or telephones cables) may prevent dialing to emergency service numbers including the 9-1-1 type dialing feature.

e. Service subject to maintenance or other service outages. You acknowledge and understand that Bell may perform maintenance on the Service from time to time without notice to you, and during such maintenance periods, some or all elements of the Service may not work properly or at all. You also acknowledge and understand that if there is a Service outage for any reason, including without limitation, as described elsewhere in this Agreement, such outage will prevent ALL elements of the Service from working. Neither Bell nor its officers, employees, agents or contractors are liable for any claim by you relating to a maintenance or other service outage, regardless of how such outage was caused and whether it could have been avoided.

3. Service eligibility and minimum requirements for online service feature management.

- a. In addition to any other requirements set out in the Agreement, to use the Service, you must reside within Bell's operating territory and you require, at your sole expense and responsibility, the following (additional details of which and/or any changes to, can be found at www.bell.ca/businessipvoice):
 - a. a standard telephone; and
 - b. in order to manage certain Service features online, a working Internet connection and a personal computer that meets minimum system requirements, currently Microsoft ® Internet Explorer 5.5 (version 5.0 for Mac®) or higher, or Netscape ® 7 or higher.
- b. Management of Service features can also be conducted over the telephone through the Bell Business IP Voice Help Desk (1 866 778-VoIP (8647)) in which case, the requirements set forth in Section 3 b. are not necessary.

You are not required to provide a designated email address for the purposes of receiving communications from Bell relating to the Service. However, if you do provide an email address, you acknowledge and agree that you will maintain such email address at all times so that it is available to receive such messages, and to check and review such messages as you use the Service. You acknowledge and agree that such messages will be deemed to have been received by you upon Bell sending such messages to the email address you designate, whether or not you have actually received or reviewed such messages.

4. Fees, rates and charges.

- a. If you are located in a Regulated Area, the Tariffs set out the approved rates, fees and charges (collectively, "**Fees**") applicable to the Service. You shall pay the Fees associated with your use of the Service, together with local calling area charges, if applicable, any other fees and charges specified in the Tariffs and Service Charges, and all applicable commodity taxes, including all sales, retail, use, goods and services, value-added, excise and similar taxes levied or assessed by any government authority (collectively, "**Taxes**").

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b. If you are located in an Unregulated Area, you shall pay the then current Bell unregulated rates, fees and charges (available from Bell) for your use of the Service (collectively “**Fees**”), together with all applicable Taxes. Bell may increase the Fees from time to time on notice to Customer.

c. In addition to the applicable Fees, Bell may apply service charges (“**Service Charges**”) to your account and invoice from time to time, including without limitation those in connection with (i) orders, rulings, mandates or directives received from the CRTC; (ii) for work associated with the installation and/or move and rearrangement of Services; and/or (iii) returned or rejected payments, collection efforts and administrative costs. Bell may increase the Service Charges from time to time.

5. Refund/cancellation policies.

Your order for the Service will be confirmed and you will have entered into a binding contract with Bell in accordance with the terms set forth in the Agreement when (i) you submit your online order and it is accepted by Bell, or (ii) your phone order is confirmed by email or other form. If you cancel your Service during a billing period, your charges will be pro-rated for such billing period and your Account will be cancelled at the end of the billing period.

In order to cancel or terminate the Service, you must call 310-BELL (Ontario) or 310-7070 (Quebec)

6. Service limitations.

You acknowledge and understand that the Service has the following limitations:

- a. Calls to “1-976” and “1-900” telephone numbers are not permitted with the Service at this time.
- b. Bell’s Call Trace feature is not available with the Service at this time. Call Trace enables you to initiate an automatic trace of the last incoming call.
- c. If Customer has long distance service provided by a long distance carrier other than Bell (i.e. “Equal Access” or a Primary Interexchange Carrier (PIC) to another long distance carrier), an inbound call to Customer that is forwarded to a long distance number will use the Bell Network. Customer will be billed by Bell for long distance charges associated with the forwarded call on the Service invoice using the North American minutes included in the package and then at a per minute rate specified in the Tariffs (in Regulated Areas) or the then current Bell forborne per minute rate (available from Bell) (in Forborne Areas), as applicable, for calls in addition to the North American minutes included in the Service package.
- d. Billing information for the Service is collected until approximately 6:00 pm on the day prior to your invoice’s billing date. As a result, Service usage after approximately 6:00 pm will be included and allocated toward your long distance minute allowance on the next months invoice and would not be eligible for an adjustment.

7. Enhanced 9-1-1 service.

Enhanced 9-1-1 Service is provided, in both Regulated Areas and Unregulated Areas (as long as Enhanced 9-1-1 Service continues to be regulated in all areas), with the Service, subject to the terms and conditions as specified in Tariff Item 1400.1. The applicable monthly rate applies in accordance with Tariff Item 1400.6.(d).

8. Miscellaneous.

a. Directory errors and omissions. In the case of errors or omissions in directory white and yellow page standard listings, whether or not the error or omission relates to a telephone number, Bell's sole and entire liability is limited to making a refund or cancelling any charge associated with such listings for the period during which the error or omission occurred. In the case of errors or omissions in telephone numbers in directory white and yellow page listings, unless central office facilities are unavailable, Bell's sole obligation and liability is to provide Bell Reference of Call service, free of charge, until the earlier of termination of your Service, and the distribution of updated directories for that district in which the number or listing is correct.

b. Bell-initiated changes in telephone numbers and service arrangements. You have no property rights in any telephone numbers assigned to you. Bell may change such numbers, provided it has reasonable grounds for doing so and has given reasonable advance written notice to you, stating the reason for, and anticipated date of, the change. In cases of emergency, oral notice with subsequent written confirmation is sufficient. Whenever Bell changes your telephone number on its own initiative, it must, unless there are insufficient central office terminations available, provide Bell Reference of Call service without charge until the earlier of termination of your Service and the distribution of updated directories for that district showing the new number.

c. Entire agreement. This Agreement represents the entire agreement and understanding between Bell and you and supersedes all prior agreements, understanding or representations, written or oral, regarding the subject matter hereof. You may not assign or transfer this Agreement except in accordance with Bell's RTOS or UTOS, as applicable. A French language version of the Agreement is available at <https://www.interaction.bell.ca>. Une version en langue française de ce document est disponible à l'adresse suivante <https://www.interaction.bell.ca>.

d. French language. You confirm that you accept this entire Agreement, and all related documents (including notices) in English only, unless you specifically request French correspondence. Les parties aux présentes confirment leur volonté que la présente convention de même que tous les documents s'y rattachant, y compris tout avis, soient rédigés en anglais seulement, à moins d'une demande expresse de l'une des parties à l'effet que les documents échangés soient rédigés en français.

e. Currency. All Fees, rates, prices, charges and Service Charges are quoted in Canadian dollars and do not include applicable Taxes or shipping and handling charges.

f. Force majeure Bell shall not be liable for any failure or delay in performance to the extent caused by causes beyond its reasonable control, including without limitation, labour disputes, fires or other casualties, weather or natural disasters, damage to facilities, or other conduct of third parties.