

Local Link

Unregulated terms and conditions

General Information.

Bell's **Local Link**[™] service ("**Service**") is provided to you, the customer ("**Customer**" or "**you**") by Bell Canada or Bell Aliant ("**Bell**") in accordance with Bell's Unregulated Terms of Service ("**UTOS**") found at www.bell.ca/terms, and the following additional Terms and Conditions. The UTOS, your invoice for the Service, and these Terms and Conditions are together referred to as the "**Agreement**". 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. These Terms and Conditions take precedence over the UTOS to the extent they conflict with the UTOS.

Description of Service.

The Service provides a combination of exchange and intercommunicating services consisting of pre-defined bundles of station features and access to the Public Switch Telephone Network ("**PSTN**") and Dial "9" suppression. The following Local Link Service packages (each a "**Package**") are available and the Package you choose will be set out on your invoice and forms part of your Service.

1. Local Link Package A includes Bell Call Waiting. Bell's Voice Mail and Bell Ident-a-Call are optional features to this package. Bell Call Forward Busy (*90/*91)/Call Forward Don't Answer (*92/*93) has to be initially activated in order to forward to the Voice Mail Service.
2. Local Link Package B includes line hunting/equivalency (Bell's Directory Number Hunt) to best suit the multi-line customer.
3. Local Link Package VM includes line hunting/equivalency (Directory Number Hunt) and compatibility with Bell's Voice Mailbox.
4. Local Link Package AX includes Bell Call Waiting. Bell Voice Mail is mandatory to this package. Bell Ident-a-Call can be offered as an optional feature to this package. Bell's Call Forward Busy/Call Forward Don't Answer function is fixed and can only be programmed by Bell.

Rates, Minimum Contract Period and Billing Terms.

The Service is available at different rates ("**Fees**") depending on whether you have chosen an initial minimum contract period ("**Initial MCP**") of 1 month, 1 year or 3 years. The Fees are exclusive of fees and charges ("**Charges**") for (i) additional elements, options and features ordered by you, and (ii) 911 or other emergency and mandatory services such as Bell Relay

Service (such elements, options, features, emergency or mandatory services being called “**Extras**”), and the Fees and the Charges are exclusive of all applicable taxes on the Service and the Extras (“**Taxes**”). The Initial MCP, the Fees, the Charges and the Taxes will be indicated on your invoice. Billing terms are 1 month in advance. Any Service changes which you request will be itemized on your subsequent monthly invoice and will reflect your Initial MCP and the current quantity of contracted lines.

All Services with a MCP longer than 1 month are called “**Term Services**”. All Services and Extras ordered on a month-to-month basis are called “**Monthly Services**”.

In addition to and without limiting any other rights Bell has under the Agreement, Bell may make increases to the (i) Fees for the Term Services during any calendar year provided the total increases to such Fees do not exceed in any calendar year 5 % of the applicable Fees for the Term Services in effect at the beginning of the applicable calendar year; and (ii) Fees for the Monthly Services and Charges for the Extras Services from time to time, at Bell’s discretion, upon notice to Customer.

Renewal.

The Initial MCP will automatically renew at its end on the same terms and conditions and for a period of time equal to the Initial MCP (“**Service Renewal Term**”; the Initial MCP and each Service Renewal Term is called a “**MCP**”). Each Service Renewal Term will automatically renew at its end on the same terms and conditions and for the same period as the previous MCP unless either party (Bell or Customer) notifies the other party in writing, at least 30 days before the end of that MCP, that it will not renew the Service. Bell may change the Fees for any Services and the Charges for any Extras for any subsequent MCP by providing Customer with advance written notice of the change at least (i) 60 days in the case of Term Services, and (ii) 30 days in the case of Monthly Services and Extras, before the end of the then MCP. All MCPs together are collectively called the “**Service Term**”.

If you have any Term Services and you have not given Bell a non-renewal notice, Bell will notify you on your monthly invoice or by any other written method likely to come to your attention (i) at least 60 days before the end of the then MCP, as to when the MCP automatic renewal will take place (“**Renewal Notice**”); and (ii) within 35 days following such automatic renewal (“**Second Renewal Notice**”) that you may cancel automatically renewed contracts without penalty within 30 days of the date of the Second Renewal Notice.

Early Termination of Service and Termination Charges.

If you terminate any Services before the expiration of a MCP, you shall pay to Bell termination charges equal to 50% of the value of the Fees for the remainder of that MCP period based on the number of remaining months, as well as 100% of the reasonable out-of-pocket expenses that Bell incurs or will incur in connection with its contractual arrangements with its affiliates, agents, suppliers or subcontractors, together with all other termination charges set out in the UTOS (“**Termination Charges**”). If you terminate any Service under this Section, you shall also pay to Bell all the Fees and Charges, together with applicable Taxes, due for the terminated Service and Extras up to the date of termination. You may migrate from your Service to any Bell eligible access service (“**New Service**”) without incurring Termination Charges if the Fees remaining

under your then MCP are less than those being committed to under the new contract for the New Service.

Additional Service.

Additional local lines available with the Service may be added to your Service at any time prior to the expiration of the MCP at Bell's then current and prevailing Fees and the expiration date of these additional locals will become co-terminus with those locals already forming part of your Service and currently in service, except that if you receive your Service under a 3 year MCP and wish to add locals during the last 6 months of that MCP, you must commit to a new 1 or 3 year Service Term at Bell's then current and prevailing Fees for such Services in effect from time to time.

Any Service changes which Customer requests will be itemized on Customer's subsequent monthly invoice, which will reflect Customer's choice of MCP and the current updated quantity of lines committed as part of the Services for the MCP.

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's Reference of Call service, free of charge, until the earlier of termination of your Services, and the distribution of updated directories for that district in which the number or listing is correct.

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's Reference of Call service without charge until the earlier of termination of your Services and the distribution of updated directories for that district showing the new number.

Restrictions on Use of Service.

Customer agrees to these restrictions on the use of the Services:

(i) Local Link Package locals are not available under a National Centrex Service (NCS) or Large Organization Centrex (LOC) arrangement.

(ii) The following services/features may not be combined with Local Link Package locals:

- Proprietary Meridian Business Sets (5000 series);
- Equivalent Service (Equivalent lines are also commonly referred to as Rollover Lines or Hunting Lines. Equivalency allows an incoming call to search for the first available line that is not in use.);
- Pay-per-use SmartTouch features; and
- Bell's regular Centrex III voice locals or Centrex Microlink accesses in the same system.

(iii) "1-900" numbers are not allowed to terminate on Local Link Package locals.

(iv) The number of calls that can be simultaneously forwarded to the PSTN is limited to 3.

Service Charges.

In addition to the Fees, Charges and Taxes, Bell may apply service charges ("**Service Charges**") from time to time, including without limitation in connection with (i) orders, rulings, mandates or directives received from the CRTC; (ii) returned or rejected payments, collection efforts and administrative costs; and (iii) for work associated with the installation and/or move and rearrangement of the Service such as:

- ⌚ Local Link Service Connection Charge - for work done in receiving, recording and processing information to comply with each Customer request for the installation of a Local Link local at a given premises, or for the restoration of each local suspended for violation of regulations without termination of Service. It also includes the work in Bell's wire-centre building and elsewhere, including a Customer visit (if required) and work done on Customer's premises to connect or restore the Service.
- ⌚ Local Link Administration Charge - for work done in receiving, recording and processing information to comply with each Customer request for work, other than the provisioning of Local Link local. Such work covers requests for moves, rearrangements and other changes to existing Local Link locals and includes the work in the Bell's wire-centre building, Customer visit and work done on Customer's premises. One administration charge applies for each Local Link local worked on.

Bell may increase the Service Charges from time to time during the Service Term.

Other.

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

You confirm that you accept this Agreement, as well as all other related documents, including notices, in English only, unless you specifically request French correspondence. **Residents du Québec Seulement** - 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.

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 the conduct of third parties.

Local Link™ is a trademark of Bell Canada.