

## **Anti-Spam Filtering - Dial-up Regular and Occasional**

*Effective as of August 11, 2008*

Bell Internet Dial Up service Regular and Occasional Plans

### **ANTI-SPAM FILTERING SERVICE TERMS AND CONDITIONS**

Read carefully and scroll down.

USE OF THE ANTI-SPAM FILTERING SERVICE (THE "ANTI-SPAM SERVICE") IS SUBJECT TO THE TERMS AND CONDITIONS OF YOUR BELL INTERNET SERVICE AGREEMENT (SEE BELOW) AS WELL AS THE FOLLOWING TERMS AND CONDITIONS (COLLECTIVELY, THE "AGREEMENT"):

Bell Internet subscribers can view their Bell Internet Service Agreement at [www.bell.ca/agreements](http://www.bell.ca/agreements).

If you do not agree to all the terms and conditions of the Agreement you may not access or use the Anti-Spam Service. By using the Anti-Spam Service you hereby signify that you agree to all of the terms and conditions of the Agreement.

You are agreeing to use a service that will detect email messages that are determined by Bell Canada ("Your Service Provider") or its suppliers, including Brightmail Incorporated (collectively referred to as "Service Provider(s)"), in their entire discretion, to be spam email. These messages will not appear in your Inbox and will be deleted. This means that you will neither receive nor have access to these messages.

You understand that the Service Providers may disclose the contents of spam email messages to third parties for use in identifying, blocking and filtering further unsolicited email.

You agree to waive, and will not assert, any claims against the Service Providers in connection with your access to or use of this Anti-Spam Service, including without limitation any claims based upon the deletion, misdirection or delay of your email and loss of, damage to, your records or data. Due to the volatile nature of the Internet and its offerings, the accuracy of the performance of the Anti-Spam Service is not guaranteed by the Service Providers.

SUBJECT TO THE TERMS AND CONDITIONS OF YOUR BELL INTERNET SERVICE AGREEMENT, YOU ASSUME THE ENTIRE COST OF ANY DAMAGE, LOSSES OR EXPENSE RESULTING FROM YOUR ACCESS TO AND USE OF THE ANTI-SPAM SERVICE, INCLUDING DELETING OF ANY EMAIL MESSAGES. SOFTWARE IS INHERENTLY COMPLEX AND MAY NOT BE COMPLETELY FREE OF ERRORS. IN NO EVENT SHALL THE SERVICE PROVIDERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF SALES, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THIRD PARTY CLAIMS) ARISING OUT OF

ACCESS TO OR USE OF THE ANTI-SPAM SERVICE OR THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, DELETION OF ANY E-MAIL MESSAGE OR FOR ANY OTHER REASON, EVEN IF THE SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE SERVICE PROVIDERS' TOTAL LIABILITY, IF ANY, TO YOU FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE PROVISION OF THE ANTI-SPAM SERVICE EXCEED THE AMOUNT SPECIFIED IN THE LIMITATION OF LIABILITY SECTION OF YOUR BELL INTERNET SERVICE AGREEMENT.

THE ANTI-SPAM SERVICE PROVIDED HERE UNDER IS PROVIDED "AS IS". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE PROVIDERS HEREBY DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE (EVEN IF ADVISED OF SUCH PURPOSE) WITH RESPECT TO THE ANTI-SPAM SERVICE.

All intellectual property rights in the Anti-Spam Service and other documentation, are owned by the Service Providers, or their suppliers, and are protected by applicable copyright laws. The Service Providers and their suppliers retain any and all rights not expressly granted.

To the extent the terms and conditions of this Agreement conflict with the terms and conditions of your Sympatico Service Agreement, the terms and conditions of your Sympatico Service Agreement will prevail.

In the event any provision of this Agreement being held for any reason to be illegal, void or otherwise unenforceable by a court of competent jurisdiction, then such provision shall be treated as severed from this Agreement and shall not affect the validity or enforceability of any other provision of this Agreement or of the remainder of this Agreement as a whole.

**RESTRICTED RIGHTS LEGEND:** With respect to this agreements affiliation to Brightmail and subsequent sales to the U.S. Government, you are hereby notified that the Anti-Spam Service and related documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government is subject to restricted rights as set forth in subdivision (b) (3) (ii) and (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 52.227-7013 or subparagraphs (c) (1) and (2) of the Commercial Computer Software Restricted-Rights at 48 CFR 52.227-19, as applicable. For these purposes, Contractor/Manufacturer is Brightmail Incorporated, San Francisco, California.